

SECTION A
SOLICITATION/CONTRACT FORM

THE OFFICIAL SF33 IS ATTACHED. THE SF33 MUST BE COMPLETED AS DESCRIBED IN L.5.1.1

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The Alliant 2 Small Business Governmentwide Acquisition Contract (GWAC) is a Multiple Award, Indefinite Delivery, Indefinite Quantity (IDIQ) contract to provide information technology solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired.

The Contractor shall provide all management, supervision, labor, facilities and materials necessary to perform on a Task Order basis.

Hereafter, the Alliant 2 Small Business GWAC will be also referred to as the "Master Contract" while Task Orders issued under the Master Contract will be referred to as "Task Order(s)", "TO(s)" or "Orders".

B.2 AUTHORITY

The Administrator of the U.S. General Services Administration (GSA) is specifically authorized to purchase supplies and nonpersonal services on behalf of other agencies under the Federal Property and Administrative Services Act (40 U.S.C. 501).

The Office of Management and Budget (OMB) has designated the U.S. General Services Administration (GSA) as an Executive Agent for Governmentwide information technology (IT) acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 11302(e).

The scope of this designation includes the award and administration of the Master Contract and delegation of authority for the award and administration of the Task Orders as set forth in Section G.2. Through this GWAC, Federal government agencies can award Task Orders to acquire IT services based solutions.

B.3 ECONOMY ACT

The Economy Act does not apply to Governmentwide acquisition contracts (GWACs). GWACs are multiple award task order or delivery order contracts used by other agencies to procure information technology products and services outside of the Economy Act. (Refer to Federal Acquisition Regulation (FAR) 2.101 and FAR Subpart 17.502-2(b)). The specific statutory authority 40 U.S.C. 11302(e) designates the head of one or more executive agencies, such as the US General Services Administration, as executive agent for Government-wide acquisitions of information technology.

B.4 MAXIMUM CONTRACT CEILING AND MINIMUM CONTRACT GUARANTEE

(a) Maximum. The maximum contract ceiling value of all contracts in this multiple award procurement is established at \$15 Billion dollars.

(b) Minimum. The minimum guaranteed award amount for this IDIQ contract is \$2,500 dollars per Contractor for the full term of the Master Contract. The exercise of the option period does not re-establish the contract minimum.

Should the contract expire or be unilaterally terminated for convenience by the Government without the contractor receiving the minimum guaranteed award amount, the contractor may present a claim to the contracting officer for an amount not to exceed the minimum guaranteed award amount. The minimum guaranteed award amount is not applicable if the contract is terminated for default or is bilaterally cancelled by the parties. The contractor has one year after contract termination or expiration to submit their claim to the contracting officer or waives entitlement.

(c) The Government has no obligation to issue Task Orders (TO) to the Contractor beyond the amount specified in paragraph (b) of this clause. Once the conditions of paragraph (b) have been met the Contractor continues to be afforded fair opportunity, as per FAR 16.505(b)(1), to compete for Task Orders issued through the expiration of the Master Contract or termination of the Contractor's Master Contract, whichever occurs first.

B.5 PERFORMANCE BASED PREFERENCE

Through the direction of the Office of Management and Budget (OMB), Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to Task Orders issued under this contract to the "maximum extent practicable." For information about performance based service contracts, refer to OFPP's Best Practices Handbook located at www.whitehouse.gov/omb/.

Pursuant to FAR 37.102(a)(2), the Ordering Contracting Officer should use performance-based acquisition methods to the maximum extent practicable using the following order of precedence:

- (1) A Firm-Fixed Price Performance-Based Task Order;
- (2) A Performance-Based Task Order that is not Firm-Fixed Price;
- (3) A Task Order that is not Performance-Based.

B.6 LABOR CATEGORIES (LCAT or LCATs)

B.6.1 Three Labor Category Types

To enhance the consistency of labor and service cost/price offers and reporting, the Master Contract provides the Standard IT Service Labor Categories (see Section J-3). These labor categories (LCATs), which are a subset of the Standard Occupational Classifications (SOCs) issued by the Department of Labor (DOL) Bureau, Labor Statistics Division, facilitate the standardization of labor types, descriptions, and rates across the entire contract vehicle. This approach provides the government more accurate cost forecasting, reporting, and tracking. Additionally, the Master Contract also provides for Non-Standard IT Service LCATs and Ancillary Service LCATs, as described below.

The Contractor is always bound by Maximum Rates on labor hours used in all Time-and material (T&M) and Labor Hour (L-H) Task Order contract types, including any T&M and L-H Contract Line Items (CLINS) that may be integrated into a single Task Order among Cost-type and/or Fixed-price CLINS. (See SubSection B.11.5.1 Maximum Rates for Time-and material and Labor Hour Contract Types).

Alliant 2 Small Business GWAC provides the following three (3) types of LCATs:

- (1) Standard IT Service LCATs – This labor category type includes the defined IT Service LCATs (see Section J-3). Each of the defined Standard IT Service LCATs is further stratified to include four (4) skill levels. These may be modified through the term of this Master Contract to accommodate emerging IT Service LCATs as defined by the market. The Contractor shall utilize the Standard IT Service LCATs to the maximum extent possible. Additional Standard IT Service LCATs may be added over the term of this contract if the GSA GWAC Program approved and appended to the contract via modification by the GSA GWAC PCO. (See Section B.6.3).
- (2) Non-Standard IT Service LCATs - This labor category type includes any IT Service labor category that is not listed within the Standard IT Service LCATs (see Section J-3). A Non-standard IT Service LCAT must be approved by the OCO at the Task Order level.
- (3) Ancillary Service LCATs – This labor category type includes ancillary labor support, and does not include any of the defined Standard IT Service LCATs or Non-Standard IT Service LCATs. Ancillary Service LCATs may be used only when the principal purpose of the Task Order is to furnish IT services-based solutions.

The OCO will ensure that additional labor categories are in compliance with Service Contract Labor Standards and Wage Rate Requirements (Construction), and, where applicable, include appropriate clauses and wage determinations consistent with B.7 and/or B.8.

B.6.1.1 Standard IT Service Labor Categories (LCATs)

Standard IT Service LCATs are the labor categories referenced in Section J-3. They are presented as historically-based relevant positions that support Information Technology (IT) procurement requirements. IT is a dynamic discipline that will likely require additional uniquely defined IT Service labor categories that emerge at some point through the term of this Master Contract. Additional Standard IT Service labor categories may be added by the government via contract modification. The process to recommend the addition of new IT LCATs to the Master Contract is discussed in detail under section B.6.3, Process to add Standard IT Service LCATs to the Master Contract.

- (i) The primary source of the Standard IT Service LCATs is the Department of Labor (DoL) Bureau of Labor Statistics (BLS) Service Occupational System. The Standard Occupational Classification (SOC) system is used by Federal statistical agencies to classify workers into occupational categories for the purpose of collecting, calculating, or disseminating data.
- (ii) The Standard IT Service LCATs (see Section J-3) contains the comprehensive IT Service LCATs required to meet all information technology service based requirements. Therefore, every effort shall be made by the OCOs and Contractors to use the Standard IT Service LCATs (see Section J-3)

B.6.1.2 Non-Standard IT Service LCATs

Any IT Services LCAT that does not fit within the Standard IT Service LCATs is not approved for use on task orders without approval of the OCO awarding the Task Order.

The Master Contract Standard IT Service LCATs are robust and were written to encompass the broad scope of information technology. Additional labor categories would need to bring to bear skill sets that are so specialized or rare that they are not already encompassed in any existing Master Contract labor category. OCOs may consider additional labor categories on task orders when deemed necessary to provide IT services or an IT services-based solution. OCOs will perform due diligence in determining that Non-standard IT service labor categories are required.

B.6.1.3 Ancillary Service Labor Categories

The GSA GWAC is to be used by agencies in meeting professional Information Technology service objectives. Use of the non-IT ancillary service LCATs must be (1) integral and necessary; (2) part of a total integrated solution within the scope of the Master Contract; and (3) not a labor category specified in the Master Contract. The Contractor should propose and identify each ancillary support service separately and the OCO should identify each ancillary support service by a separate CLIN on the task order award.

Included in ancillary services may be those LCATs covered under construction and service type employees identified by the Department of Labor wage determinations.

B.6.2 Applicability of Labor Category Types and Maximum Rates

a. T&M and L-H Task Orders or CLINS: All Labor Category Types indicated in Section B.6.1 (Standard IT Service, Non-Standard IT Service, and Ancillary Service LCATs) shall always apply to T&M and L-H contract type Task Orders and to any T&M and L-H contract type CLINS in Task Orders with multiple contract types. Maximum Rates for Standard IT Services LCATs shall only apply to T&M and L-H contract type Task Orders and to any T&M and L-H contract type CLINS in Task Orders with multiple

contract types. Maximum Rates will not apply to any other contract types, including Cost-Reimbursement and Fixed-price Task Orders or Cost-Reimbursement and Fixed-price CLINS. Maximum Rates for Time- and Material and Labor Hour Contract Types is further addressed in Section B.11.5.1.

b. Other than T&M and L-H Task Orders or CLINS: At the full discretion of the Task Order issuing agency OCO, any Labor Category Type indicated in Section B.6.1 may be used and applied to all other contract types for any Task Order issued under this Master Contract, including Cost-Reimbursement and Fixed-price Task Orders or Cost-Reimbursement and Fixed-price CLINS in Task Orders with multiple contract types; however, the Contractor's labor category's Maximum Rates established from this Master Contract will not apply. Ceiling rates or fixed rates on individual labor categories within a Task Order will be established between the Contractor and the issuing agency OCO. Task Order Ceiling or fixed rates will not change the Contractor's Maximum Rates in the Master Contract.

B.6.3 Process to add Standard IT Service LCATs to the Master Contract

GSA reserves the right to add new IT Service LCAT to the list of Standard IT Service LCATs when determined to be in the best interest of the Government.

As the information technology market evolves, GSA encourages the Contractor and ordering agencies to recommend new IT Service LCAT that they believe should be added to the list of Standard IT Service LCATs. With any new IT Service LCAT, GSA requests a justification narrative be included to provide the rationale for adding the new IT Service LCAT. If approved by the GSA GWAC PCO, the newly adopted IT Service LCAT will be added to the Standard IT Service LCATs and each contract holder will be afforded the opportunity to submit and negotiate labor hour pricing for the new IT Service LCAT. Ultimately, for those Contractors who establish pricing with the GSA GWAC PCO, a contract modification will be executed to add the new Standard IT Service LCAT.

B.7 LABOR SUBJECT TO THE WAGE RATE REQUIREMENTS (CONSTRUCTION)

The Master Contract does not include wage determinations or all applicable clauses for labor categories subject to the Wage Rate Requirements (Construction). Each Task Order must be tailored to include the appropriate clauses and wage determinations. To the extent that construction, alteration, and repair are subject to the wage rate requirements and within scope of a Task Order and the Master Contract, the OCO must identify such work under a separate CLIN on the Task Order and incorporate the appropriate wage determinations in accordance with FAR 22.4, Labor Standards for Contracts Involving Construction.

Any construction, alteration, and repair are only in scope as necessary to offer an integrated information technology solution provided that it is integral to and necessary for the effort stated in the Task Order; and shall be firm fixed price, even if other aspects of the Task Order are of another Task Order type.

B.8 LABOR SUBJECT TO THE SERVICE CONTRACT LABOR STANDARDS (SCLS)

The Master Contract labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the SCLS if used to perform professional IT services, except as noted in Attachment J-3. The Master Contract does not include wage determinations or all applicable clauses for labor categories subject to the SCLS. Each Task Order must be tailored to include the appropriate clauses and wage determinations.

To the extent that any labor is subject to the SCLS and within scope of a Task Order and the Master Contract, the OCO must identify such work under a separate CLIN on the Task Order and incorporate wage determination in accordance with FAR 22.10, Service Contract Labor Standards.

B.9 TASK ORDER CONTRACT TYPES

The GSA Alliant 2 Small Business GWAC is a Multiple Award, Indefinite-Delivery, Indefinite-Quantity (MA-IDIQ) Master Contract for Government-wide information technology service-based requirements that

allows the use of most contract types in Task Orders. Task Order contract types permitted include FAR 16.2 Fixed-price Contracts; FAR 16.3 Cost-Reimbursement Contracts; FAR 16.4 Incentive Contracts; FAR 16.601 Time-and-materials; and FAR 16.602 Labor-hour Contracts. Task orders may also incorporate FAR 17.1 Multi-year Contracting and FAR 17.2 Option periods procuring Commercial-items or Non-commercial items. These contract types can be used singly or in combination within a single Task Order comprising multiple Contract Line Items (CLINS).

B.10 ORDER TYPE PREFERENCE

The Ordering Contracting Officer should determine the Task Order type using the following order of precedence:

- (1) Fixed-Price (all types)
- (2) Cost-Reimbursement (all types)
- (3) T&M or L-H

B.11 TASK ORDER PRICING (ALL ORDER TYPES)

The issuing agency will negotiate cost or pricing with the Contractor and make the determination for cost or price reasonableness for each Task Order type. Adequate price competition at the task order level, in response to an individual requirement, establishes the most accurate, fair, and reasonable pricing for that requirement.

The OCO should identify the applicable contract type for all CLINs in each Alliant 2 Small Business GWAC task order.

When adequate price competition exists (see FAR 15.403-1(b)(1)), generally no additional information is necessary to determine the reasonableness of cost or price. If adequate price competition does not exist and no other exceptions apply (see FAR 15.403-1(b)), the OCO must request a Certificate of Current Cost and Pricing Data in accordance with FAR 15.403-4.

If a Contractor does not have an approved purchasing system, the Contractor shall request and receive OCO consent to subcontract in accordance with FAR 44.201-1(b) Consent to Subcontracts, and FAR 52.244-2, Subcontracts.

B.11.1 Fixed Price

The OCO must determine fair and reasonable pricing for all Fixed-Price Task Orders in accordance with FAR 15.4, Pricing, and FAR 16.2, Fixed-Price Contracts.

B.11.2 Cost Reimbursement

The OCO must determine fair and reasonable pricing, analyze and negotiate profit for all Cost-Reimbursement Task Orders, in accordance with FAR 15.4, Pricing, and FAR 16.3, Cost-Reimbursement Contracts.

Contractors are required to have an adequate cost accounting system for Cost Reimbursable type Task Orders in accordance with FAR 16.301-3(a)(1). Contractors will be required to submit a cost proposal with supporting information for each cost element, including, but not limited to, Direct Labor, Fringe Benefits, Overhead, General and Administrative (G&A) expenses, Facilities Capital Cost of Money, Other Direct Costs, and Profit consistent with their cost accounting system, provisional billing rates, and forward pricing rate agreements.

B.11.3 Incentive

Incentives are defined under FAR Subpart 16.4, Incentive Contracts, and other applicable agency-unique

regulatory supplements. The OCO must determine fair and reasonable pricing for all Incentive Task Orders and develop a plan to implement and monitor an Award-Fee, Incentive-Fee, or Award-Term result in accordance with FAR 15.4, Pricing.

B.11.4 Award Fee

Award fees may be applicable to the Contractor's performance on individual Task Orders. Should an award fee-type Task Order be issued, the total amount of award fee the Contractor may earn over the period of performance will be negotiated before award. The amount of award fee that the Contractor actually earns will be based on an evaluation, as specified in the Task Order, by the Government of the evaluation factors specified in each individual award fee type Task Order. The evaluation of the Contractor's performance on the Task Order and the determination of Task Order award fees will be accomplished with an Award Fee Plan. The Fee Determination Official (FDO) will unilaterally determine the amount of award fee for performance on individual Task Orders.

B.11.5 Time-and material and Labor Hour Contract Types

Time and Materials (T&M) and Labor Hour (L-H) is defined under FAR Subpart 16.6, T&M and L-H Contracts, and other applicable agency-specific regulatory supplements. The Contractor may provide separate and/or blended loaded hourly labor rates for prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, DFARs 252.216-7002 (for DoD Task Orders), FAR 52.216-30, or FAR 52.216-31. The OCO will identify which provision is applicable in the task order solicitation and the Contractor will comply with the provision. T&M and L-H task orders require the Master Contract IT Standard LCATs and their associated rates to be identified in the task order award document. Ancillary subcontract labor shall be proposed and awarded as Materials in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

B.11.5.1 Maximum Rates for Time-and-Material and Labor Hour Contract Types

Maximum Rate Definition: "Maximum Rate" is a term that applies at the Master Contract level, and is not necessarily a term used at the Task Order level. It represents and establishes maximum allowable labor rates in the form of burdened rates for all IT Standard Service LCATs indicated in this Master Contract. The burdened rates include the direct labor cost, G&A, O/H, fringe benefits, and profit. These Maximum Rates apply exclusively to T&M and L-H contract type orders and proposals. The Master Contract's Maximum Rates are not typically the same rates as the fixed-price labor rates or ceiling labor rates that are established between the Contractor and issuing agency at the Task Order Level.

Based on the specific Task Order requirements, only the agency OCO is authorized to exceed the Master Contract maximum rates for those labor categories if necessary, for example, Top Secret/SCI labor and/or OCONUS locations, etc. The Maximum Rates already include the U.S. Government security classification up through the Secret level. The Contractor shall always provide to the agency OCO the detailed rationale in all instances if and when the Maximum Rates of labor are exceeded.

The burdened T&M maximum rates awarded at initial contract award shall serve as the basis for all future year pricing for those maximum rates. In order to determine future year maximum rate pricing, the originally awarded rates will have an escalation factor applied. This escalation factor will be the average annual Bureau of Labor Statistics (BLS) Employment Cost Index (ECI), "**Table 5: COMPENSATION (NOT SEASONALLY ADJUSTED) for total compensation for private industry workers, by occupational group and Industry, Professional, scientific, and technical services**" - for the previous three years. In Year 5 of the Master Contract, if the average annual ECI for the previous three years is higher than at time of the Master Contract award, the maximum rates for Years 6 through 15 will be adjusted by the difference of percentage increase. For example, if the BLS ECI index was 2.23% at time of proposal submission and the BLS ECI index is 3.16% in Year 5 of the Master Contract, the maximum rates for years 6 through 15 will be adjusted by 0.93% per year on a cumulative basis. If BLS ECI index in Year 5 of the Master Contract is equal to or below the BLS ECI index at time of award, the maximum

rates will remain unchanged. In Year 10 of the Master Contract, if the previous three year average annual BLS ECI index for the previous three years is higher than Year 5 of the Master Contract, the maximum rates for Years 11 through 15 will be adjusted by the difference of percentage increase in accordance with the example above. If the average index in Year 10 is equal to or below the average index in Year 5, the maximum rates will remain unchanged.

The Master Contract Maximum Rates that are in effect at the time a Task Order is awarded shall remain with the Task Order award during the entire term of the Task Order, including Task Orders with option periods.

See Section F.3 Task Order Period of Performance.

B.11.5.2 PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR ORDERS

Payments under T&M and LH terms (including matters related to subcontractors, materials, indirect costs, etc.) are governed by the applicable Payments Clause in this contract.

B.12 TRAVEL PRICING (ALL ORDER TYPES)

Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual TOs. Long distance and local travel may be required both in the Contiguous United States (CONUS) and Outside the Contiguous United States (OCONUS). For those TOs requiring travel, the Contractor shall include estimated travel requirements in the proposal as required by the OCO.

If authorized in the task order, travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR Subpart 31.205-46, Travel Costs. Profit shall not be applied to travel costs. To the extent authorized by the task order, contractors may apply indirect costs to travel in accordance with the Contractor's usual accounting practices consistent with FAR 31.2.

The OCO must identify a not-to-exceed travel ceiling under a separate CLIN on the Task Order.

B.13 WORK OUTSIDE THE CONTIGUOUS UNITED STATES (OCONUS)

Contiguous United States (CONUS) means the 48 contiguous States and the District of Columbia.

OCONUS includes:

- 1) OCONUS. Outside of the contiguous United States
- 2) NON-FOREIGN OCONUS AREA. The states of Alaska and Hawaii, the Commonwealths of Puerto Rico and the Northern Mariana Islands, Guam, and U.S. territories and possessions.

It is anticipated that there may be Task Orders under this contract for work outside the United States. The Contractor will be compensated for work performed OCONUS pursuant to the Task Order. Standard references for OCONUS pricing include:

The U.S. Department of State's Bureau of Administration, Office of Allowances, (<https://aoprals.state.gov/>) publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances for Contractors to follow when proposing on OCONUS efforts. No allowances, other than those listed by the U. S. Department of State, shall be allowed on Task Orders.

The Department of State Standardized Regulations (DSSR) are the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas; however, for Task Orders issued under the Master Contract, Contractor civilians assigned to foreign areas shall not exceed the allowances and benefits in the DSSR as well.

For OCONUS Task Orders where costs are not specifically addressed in the DSSR, the Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures.

B.14 GWAC CONTRACT ACCESS FEE (CAF)

GSA's operating costs are reimbursed through a Contract Access Fee (CAF) charged on orders placed against the Master Contract. The CAF is paid by the ordering agency, but remitted to GSA by the Contractor. GSA maintains the unilateral right to establish and change the CAF rate. GSA will provide at least a 60 day notice prior to the effective date of any change to the CAF payment process. Changes to the CAF only apply to orders awarded after the change is announced.

The CAF rate, which is 0.75% at time of Master Contract Award, is applied to the total amount reported on each invoice.

Based on the established CAF rate, the Contractor shall include the CAF in each proposal. The Contractor shall include the CAF as a separate cost element on all proposals to the government, regardless of contract type. The CAF shall never be treated as a negotiable element between the Contractor and the ordering agency. **The CAF Rate at the time of Task Order Award shall remain the same for that Task Order for the full duration of the Order.**

If a customer organization has negotiated a CAF rate based on a special written agreement and/or Memorandum of Agreement by the GWAC Program that is other than the established CAF rate, GSA will provide advance notification.

The Contractor remits the CAF to GSA in accordance with Section G.21.

(END OF SECTION B)

SECTION C CONTRACT SCOPE OF WORK/PERFORMANCE WORK STATEMENT

C.1 SCOPE OF WORK OBJECTIVE

The Alliant 2 Small Business GWAC will provide Federal Government agencies with integrated Information Technology (IT) solutions for evolving needs on a global basis. This Master Contract allows for the application of technology to meet business needs including the ability to perform all current, leading edge and/or emerging IT services required to satisfy all IT services requirements anywhere and anytime worldwide.

Integrated IT solutions are comprised of IT components described below in Section C.4, and may be tailored in Task Order Requests to meet agencies' mission needs. Work may be performed at Government and Contractor facilities located throughout the world, as specified in each Task Order, to provide a variety of IT solutions and support services. IT services and solutions within scope of this Master Contract include new, leading edge and emerging technologies that will evolve over the life of the Master Contract as supported by the Federal Enterprise Architecture (FEA), Department of Defense Information Enterprise Architecture (DoD IEA) Reference Models, and the associated reference models.

C.2 SCOPE OF WORK OVERVIEW

The Master Contract provides maximum flexibility in acquiring an IT services-based solution for any conceivable IT services-based requirement driving government savings through efficiencies and improved reporting data with greater integrity while maintaining an "Anything IT Anywhere" philosophy.

The Master Contract scope includes any and all components of an integrated IT services-based solution, including all current leading edge technologies and any new technologies which may emerge during the Master Contract period of performance. The Master Contract scope also includes IT services-based support of National Security Systems, as defined in FAR 39.002. The Master Contract provides IT Solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired. The foundation of the Scope of Master Contract is built on the most current FEA and DoD IEA Reference Models. (See links under Resources Section C.10). As the definition of IT changes over the lifecycle of the Master Contract with the evolving FEA and DoD IEA models, the scope of the Master Contract will be considered to coincide with the current IT definition at any given time.

By nature of the alignment to FEA and DoD IEA, the Master Contract includes any and all emerging IT components, IT services, and ancillary elements as they arise as required to successfully achieve the agency's mission. Therefore, because technological advances over the term of this Master Contract are inevitable, the scope of this Master Contract takes into consideration that Task Order Requirements are permitted to include any future IT services with their integral and necessary Ancillary IT components and services as they arise during the entire term of this contract.

The scope of the Master Contract includes every conceivable aspect of **IT Services**, including **but not limited to:**

- 3-D Printing Integration
- Big Data
- Cloud Computing
- Context-aware Computing
- Critical Infrastructure Protection and Information Assurance
- Cyber Security
- Data-Centers and Data-Center Consolidation

- Digital Government
- Digital Trust and Identity Integration and Management
- Digitization and Imaging
- Energy and Sustainability Measurement and Management
- Enterprise App Stores and Mobile Security
- Enterprise Resource Planning
- Integration Services
- Internet of Things
- IPV6 migration & upgrades
- IT Helpdesk
- IT Operations and Maintenance
- IT Services for Healthcare
- IT Services for Integrated Total Workplace Environment
- Mobile-Centric Application Development, Operations and Management
- Modeling and Simulation
- Network Operations, Infrastructure, and Service Oriented Architecture
- Open Source Integration and Customization
- Outsourcing IT Services
- Sensors, Devices and Radio Frequency Identification (RFID)
- Software Development
- Virtualization
- Voice and Voice Over Internet Protocol (VOIP)
- Web Analytics
- Web Application & Maintenance
- Web Services
- Web Hosting

C.3 FOUNDATION OF THE SCOPE OF WORK

Overview of Federal Enterprise Architecture Framework (FEAF) and Department of Defense Information Enterprise Architecture (DoD IEA)

(1) Solutions to Integrated IT requirements are comprised of some or all components and functional areas associated with FEA and DoD IEA and may be tailored to meet agency needs. By aligning the scope of the Master Contract to FEA/DoD IEA users have access to the entire spectrum of current and emerging IT service, all ancillary services, products and personnel required to successfully meet the agency mission.

(2) The Contractor shall promote IT solutions that support Federal government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and e-Gov Initiatives, as well as promote the sharing, consolidation, and “re-use” of business processes and systems across the Federal government. The Contractor shall promote the use of open source solutions and open technology development where practicable to enable this “re-use” in accordance with the underlying tenets of FEA/DoD IEA and to address any number of areas of interest within the limits of IT and supporting services and disciplines.

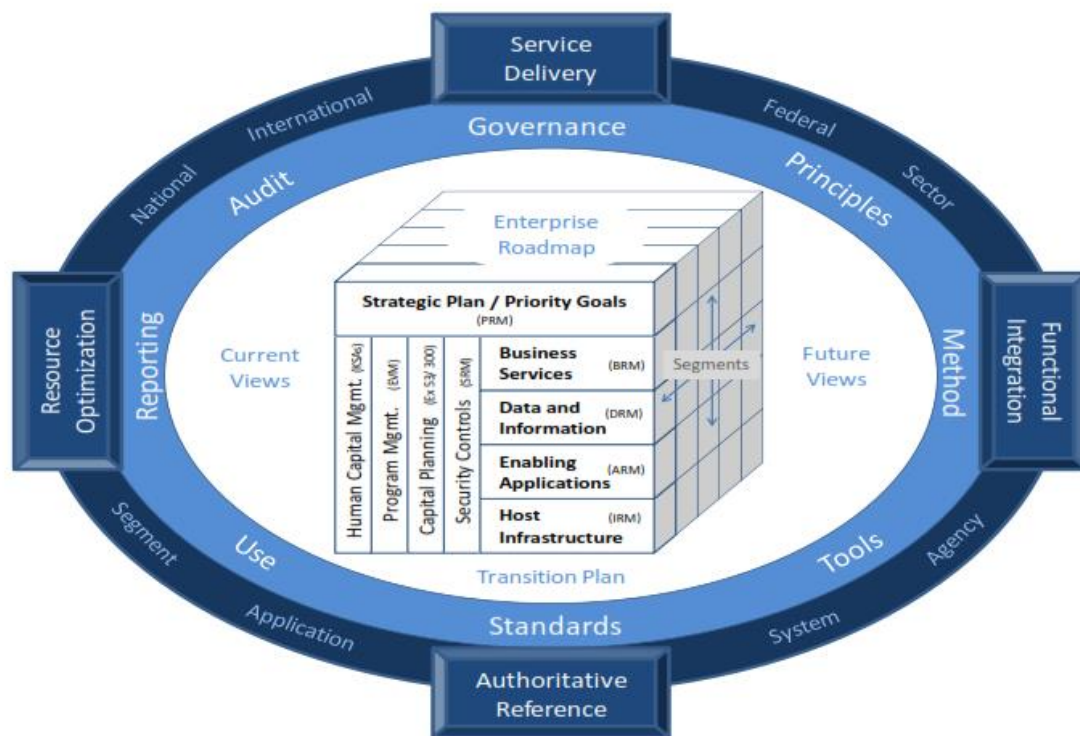


Figure 1 - Federal Enterprise Architecture

The Master Contract leverages the existing FEA and the DoD IEA version 2.0 as the basis of its IT scope.

FEA & DoD IEA represent a well-defined practice for conducting enterprise analysis, design, planning, and implementation, using a holistic approach at all times, for the successful development and execution of strategy. Enterprise architecture applies architecture principles and practices to guide organizations through the business, information, process, and technology changes necessary to execute their strategies. This includes everything from a small mobile application development project to the design, installation and migration to a complex network serving hundreds of thousands of users. These practices utilize the various aspects of an enterprise to identify, motivate, and achieve these changes.

Each reference model represents and includes a number of functional areas required to meet an objective.

C.3.1 FEA REFERENCE MODEL DETAILED DESCRIPTIONS

Enterprise Architecture (EA) supports planning and decision-making through documentation and information that provides an abstracted view of an enterprise at various levels of scope and detail. The Common Approach to Federal Enterprise Architecture, released in May 2012 as part of the federal CIO's policy guidance and management tools for increasing shared approaches to IT service delivery, presents an overall approach to developing and using Enterprise Architecture in the Federal Government. The Common Approach promotes increased levels of mission effectiveness by standardizing the development and use of architectures within and between Federal Agencies. This includes principles for using EA to help agencies eliminate waste and duplication, increase shared services, close performance gaps, and promote engagement among government, industry, and citizens.

The Federal Enterprise Architecture Framework v2 describes a suite of tools to help government planners implement the Common Approach. At its core is the Consolidated Reference Model (CRM), which equips OMB and Federal agencies with a common language and framework to describe and analyze investments. It consists of a set of interrelated “reference models” that describe the six sub architecture domains in the framework:

- Strategy
- Business
- Data
- Applications
- Infrastructure
- Security

These are designed to facilitate cross-agency analysis and the identification of duplicative investments, gaps and opportunities for collaboration within and across agencies. Also, by applying all six reference models, agencies can establish a line of sight from the strategic goals at the highest organizational level to the software and hardware infrastructure that enable achievement of those goals. Collectively, the reference models comprise a framework for describing important elements of federal agency operations in a common and consistent way.

To apply the framework to an agency’s specific environment, the agency should develop a set of “core” artifacts to document its environment within the framework presented by the CRM. Each subarchitecture domain represents a specific area of the overall framework and has particular artifacts, based on EA best practices, which are described and recommended in the Framework and Artifacts document. The type and depth of documentation actually used by the agency should be guided by the need or detail and answers to questions about requirements, applicable standards, timeframes, and available resources.

The real value to the agency of developing an Enterprise Architecture is to facilitate planning for the future in a way that transforms the government while making it more efficient. The agency can use the EA process to describe the enterprise as it currently is and determine what the enterprise should look like in the future, so that it can make plans to transition from the current state to the future state. The Collaborative Planning Methodology provides steps for planners to use throughout the planning process to flesh out a transition strategy that will enable the future state to become reality. It is a simple, repeatable process that consists of integrated, multi-disciplinary analysis that involves sponsors, stakeholders, planners, and implementers.

The agency will create an Enterprise Roadmap to document the current and future architecture states at a high level and presents the transition plan for how the agency will move from the present to the future in an efficient, effective manner. The agency’s Enterprise Roadmap combines the artifacts developed for the EA, both current and future state versions, with a plan developed through the Collaborative Planning Methodology. This creates awareness, visibility and transparency within an organization to facilitate cross-organization planning and collaboration. It maps strategy to projects and budget and helps identify gaps between investment and execution, as well as dependencies and risks between projects.

All in all, the Federal Enterprise Architecture Framework v2 helps to accelerate agency business transformation and new technology enablement by providing standardization, analysis and reporting tools, an enterprise roadmap, and a repeatable architecture project method that is more agile and useful and will produce more authoritative information for intra- and inter-agency planning, decision making, and management.

Overview of the Collaborative Planning Methodology (CPM)

Planning is done to affect change in support of an organization’s Strategic Plan, and the many types of planners (e.g., architects, organization and program managers, strategic planners, capital planners, and other planners) must work together to develop an integrated, actionable plan to implement that change. Planning should be used to determine the exact changes that are needed to implement an organization’s

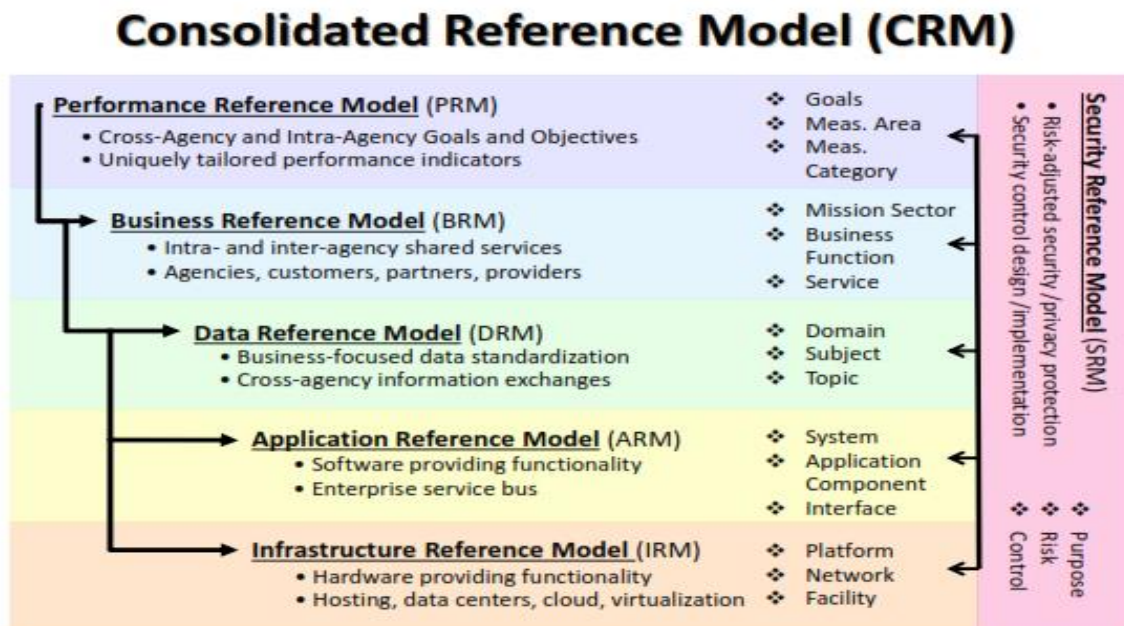
Strategic Plan, enable consistent decision-making, and provide measurable benefits to the organization. In short, an organization's Strategic Plan should be executed by well-rounded planning that results in purposeful projects with measurable benefits.

In today's environment, which demands more efficient government through the reuse of solutions and services, organizations need actionable, consistent, and rigorous plans to implement Strategic Plans and solve priority needs. These integrated plans should support efforts to leverage other Federal, state, local, tribal, and international experiences and results as a means of reusing rather than inventing from scratch. Plans should be consistent and rigorous descriptions of the structure of the organization or enterprise, how IT resources will be efficiently used, and how the use of assets such as IT will ultimately achieve stated strategies and needs.

Consolidated Reference Models

The Consolidated Reference Model of the FEA equips OMB and Federal agencies with a common language and framework to describe and analyze investments. It consists of a set of interrelated "reference models" designed to facilitate cross-agency analysis and the identification of duplicative investments, gaps and opportunities for collaboration within and across agencies. Collectively, the reference models comprise a framework for describing important elements of federal agency operations in a common and consistent way. Through the use of the FEA and its vocabulary, IT portfolios can be better managed and leveraged across the federal government, enhancing collaboration and ultimately transforming the Federal government.

The five reference models in version 1 the FEA have been regrouped and expanded into six in the current version of the FEA.



With edits for brevity, the following reference model **summarized** descriptions were taken from OMB's FEA Consolidated Reference Model Document Version 2. dated January 29, 2013.

Significantly more detail about the structure, taxonomy, and associated methods of the reference models is available at

http://www.whitehouse.gov/sites/default/files/omb/assets/egov_docs/fea_v2.pdf

The motivating purpose of adopting The FEA as scope guidance is to help establish business driver alignment with any number of the reference models which support all possible underlying technologies required to meet an agency objective as well as offering the baseline for the technical vocabulary required in any given task.

Performance Reference Model (PRM)

The PRM is designed to provide linkage between investments or activities and the strategic vision established by agencies and the Federal government. Historically, linking information management investments and activities has been anecdotal due to a lack of standard approach to describing Agency and cross agency performance attributes. The GPRA Modernization Act of 2010 requires the government to publish performance information through a central web site and make strategic plans and performance reports available in machine readable formats. This advance enables more comprehensive and consistent linking of investments and activities to Agency strategic goals and objectives, Agency priority Goals, Cross Agency Priority goals and management areas of focus. The PRM leverages the requirements of the GPRA Modernization Act to establish mechanisms to link directly to the authoritative performance elements published in compliance with the law and provides the means for use of future developments in the mandated central performance website Performance.gov.

There are three areas to the Performance Reference Model. The first is the Goal. This enables grouping of investments and activities through a common and authoritative framework established by agencies in compliance with OMB direction and the GPRA Modernization Act. It allows the identification of common performance elements across investments or activities, and in the future will enable cross platform information linkages between systems such as Performance.gov and the IT Dashboard.

This linkage provides the logical relationships necessary to consistently provide much richer insights into details of the supported performance areas than previously feasible.

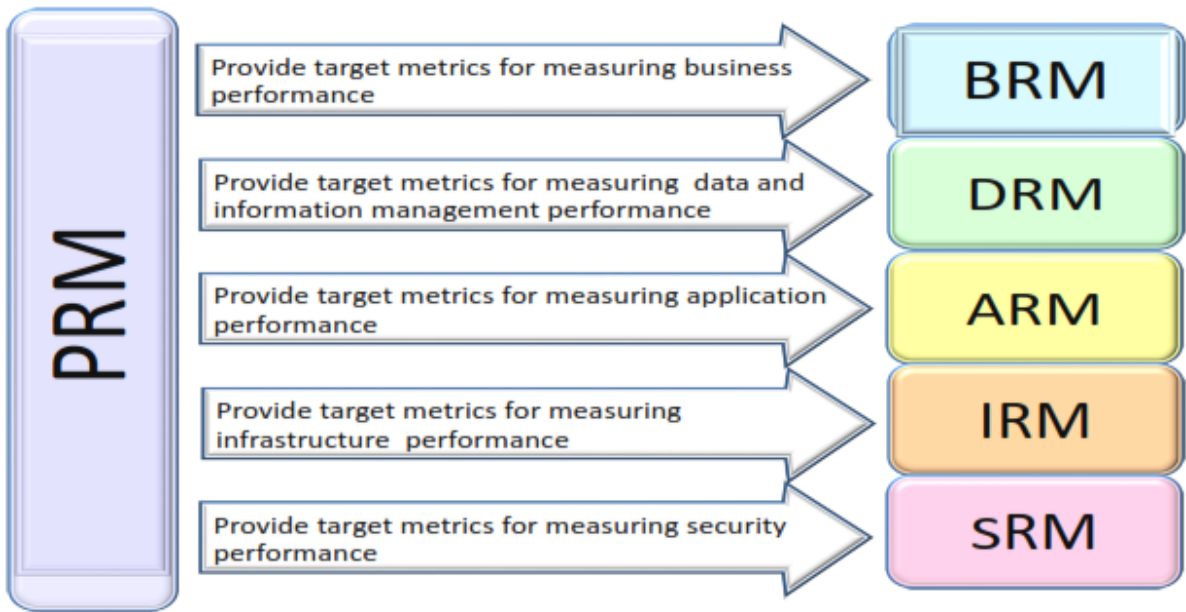
The second area of the Performance Reference Model is Measurement Area. This describes the manner in which the investment or activity supports the achievement of the supported performance element identified by the Agency Goal. Measurement Areas apply to the more detailed performance indicators associated with the investment or activity rather than the functions of the investment or activity. Investment or activity performance indicators should have a clear linkage to the activities, of course, but it is important to recognize that investments or activities may align to multiple measurement areas.

The third area, Measurement Category, refines Measurement Area. Any Measurement Category may be applied to any Goal.

The PRM, like all other reference models, is intended to work in concert with other reference models. The combined descriptive qualities of the multiple perspectives afforded by assigning different reference model perspectives to investments or activities can provide rich insights into what, why and how the investments or activities are undertaken. Previous versions of the PRM included mission function characteristics that were redundant to the BRM. In this version of the PRM the Measurement Category codes have been streamlined to better identify the means by which performance is achieved. Including BRM and PRM mappings with an investment or activity provides information about the strategic basis (why) through the Agency Goal, the means (how) through the measurement category, and the mission functions involved (what) through the BRM taxonomy. Additional mappings to other reference models provide further context for the investment or activity with the SRM providing information about risk, the DRM about the information involved and the ARM and IRM providing the technical details about the implementation.

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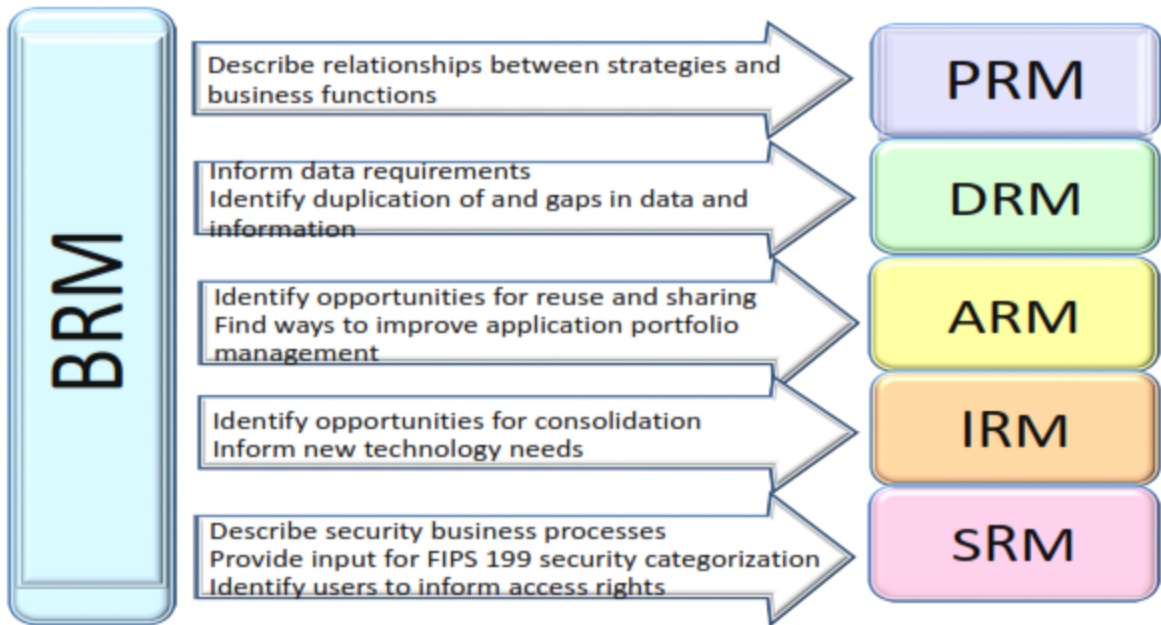


Business Reference Model (BRM)

The BRM is a classification taxonomy used to describe the type of business functions and services that are performed in the Federal Government. By describing the Federal Government using standard business functions rather than an organizational view, the BRM promotes cross-government collaboration. It enables business and IT leaders to discover opportunities for cost savings and new business capabilities that help to achieve strategic objectives. The BRM describes the “What we do” of the Federal enterprise through the definition of outcome-oriented and measurable functions and services.

While the BRM provides a standardized way of classifying government functions, it is only a model; its true utility and value is realized when it is applied and effectively used in business analysis, design and decision support that help to improve the performance of an agency, bureau or program.

BRM is informed by the PRM and informs the other reference models. At the high level, the BRM relationship and tie-in to the other reference models is illustrated in the following table:



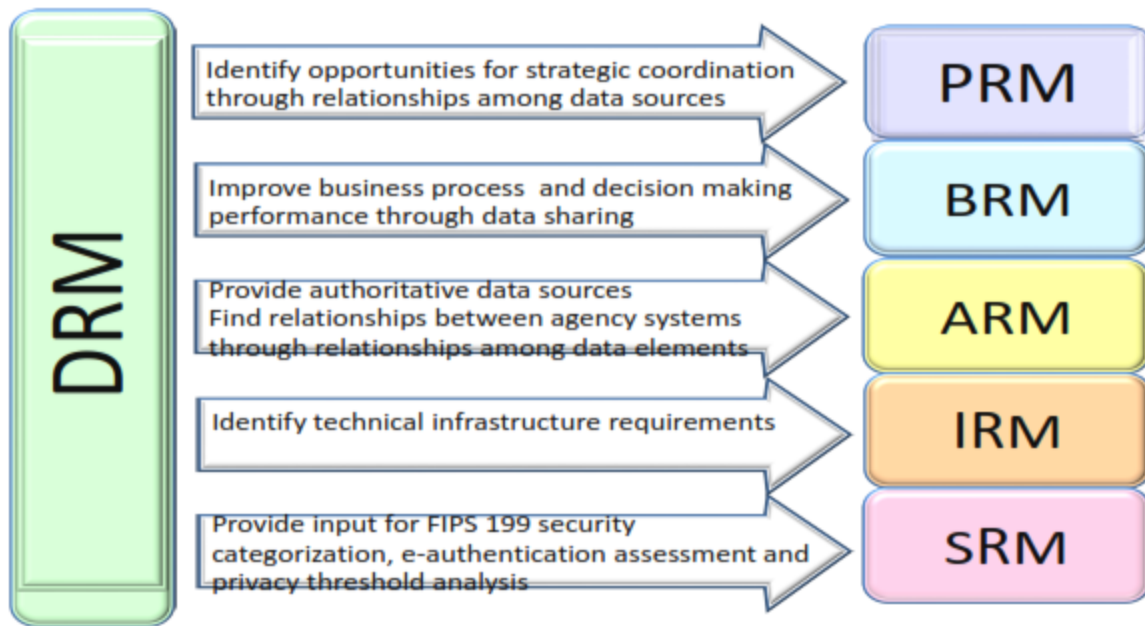
The BRM forms a key part in delivering expected outcomes and business value to an organization. By using a standard taxonomy to classify functions, investments, programs, services and other elements across the Federal Government, the BRM is useful in identifying opportunities for cost reduction, collaboration, shared services, and solution reuse in agency IT portfolios and intra- and inter-agency collaboration.

Data Reference Model (DRM)

The DRM's primary purpose is to promote the common identification, use, and appropriate sharing of data/information across the federal government. The DRM is a flexible and standards-based framework to enable information sharing and reuse via the standard description and discovery of common data and the promotion of uniform data management practices. The DRM provides a standard means by which data may be described, categorized, and shared, and it facilitates discovery and exchange of core information across organizational boundaries.

As a reference model, the DRM is presented as an abstract framework from which concrete implementations may be derived. The DRM's abstract nature will enable agencies to use multiple implementation approaches, methodologies and technologies while remaining consistent with the foundational principles of the DRM.

The DRM is closely linked with the other five reference models of the Consolidated Reference Model Framework. At the high level, the DRM relationship and tie-in to the other reference models is illustrated in the following table:



The DRM provides guidance for agencies to leverage existing Data Assets across the government. The DRM increases the Federal government's agility in drawing out the value of information as a strategic asset. This reference-able, conceptual approach facilitates information sharing and reuse across the Federal government.

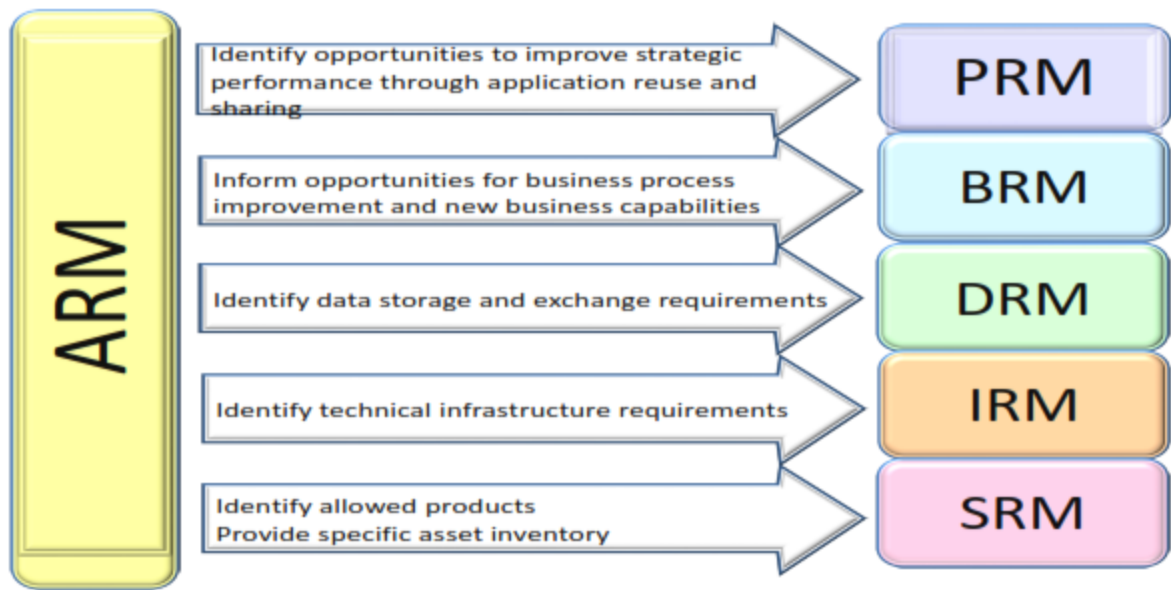
Application Reference Model (ARM)

The purpose of the ARM is to provide the basis for categorizing applications and their components. As agencies map their current and planned Information Systems to the ARM categories, gaps and redundancies will become evident, which will aid in identifying opportunities for sharing, reuse, and consolidation or renegotiation of licenses. This information may be used in conjunction with the other Reference Models to identify these opportunities.

For the purposes of the CRM, Application is defined as: Software components (including websites, databases, email, and other supporting software) resting on Infrastructure that, when aggregated and managed, may be used to create, use, share, and store data and information to enable support of a business function.

The ARM is a categorization of different types of software, components and interfaces. It categorizes software that supports or may be customized to support business. It does not include operating systems or software that is used to operate hardware (e.g. firmware) because these are contained in the IRM. It also does not contain mission-specific categorizations for systems because that information can be obtained from mappings to the BRM.

The ARM is closely linked with the other five reference models of the Consolidated Reference Model Framework. At the high level, the ARM relationship and tie-in to the other reference models is illustrated in the following table:



Infrastructure Reference Model (IRM)

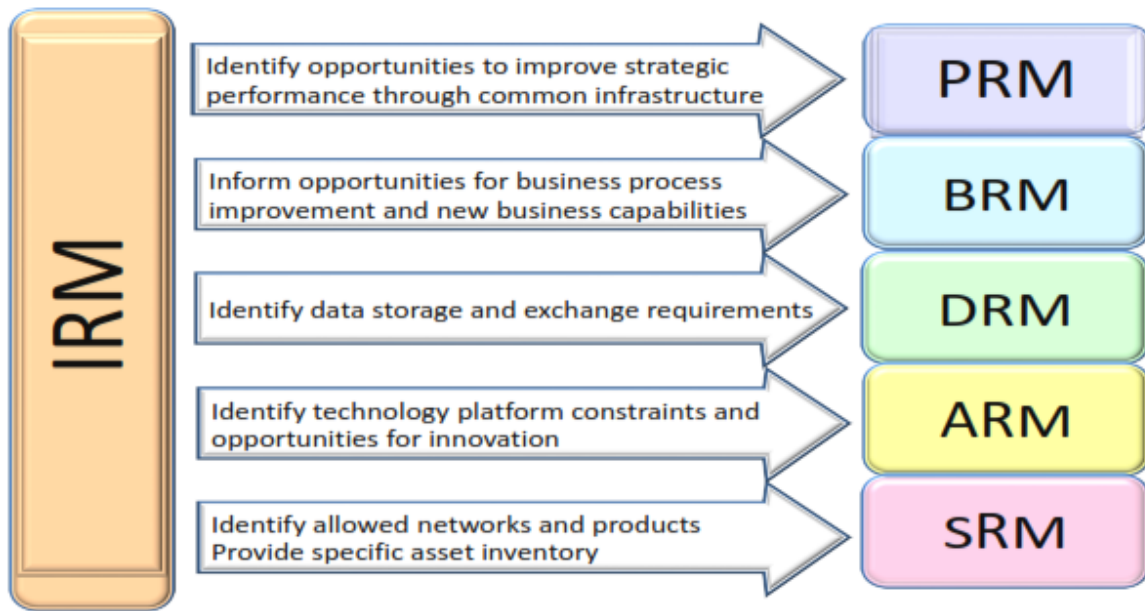
The IRM is the taxonomy based reference model for categorizing IT infrastructure and the facilities and network that host the IT infrastructure. The IRM supports definition of infrastructure technology items and best practice guidance to promote positive outcomes across technology implementations.

For the purposes of the CRM, Infrastructure is defined as: The generic (underlying) platform consisting of hardware, software and delivery platform upon which specific/customized capabilities (solutions, applications) may be deployed.

The IRM implementation enables sharing and reuse of infrastructure to reduce costs, increase interoperability across the government and its partners, support efficient acquisition and deployment, and enable greater access to information across enterprises.

In addition to providing a categorization schema for IT infrastructure assets, the IRM enables analysis of IT infrastructure assets at a Department or Agency level as well as at a Federal Government level. In the Federal context, the IRM is adopted and used to conduct Government-wide analysis of IT infrastructure assets and to identify consolidation initiatives. In the Department or Agency context, the IRM is used to drive good IT infrastructure asset management practices such as identifying end-of-life assets before they affect the mission of an organization and to identify opportunities for sharing and consolidating infrastructure.

The IRM is closely linked with the other five reference models of the Consolidated Reference Model Framework (CRM). At the high level, the IRM relationship and tie-in to the other reference models is illustrated in the following table:



Security Reference Model (SRM)

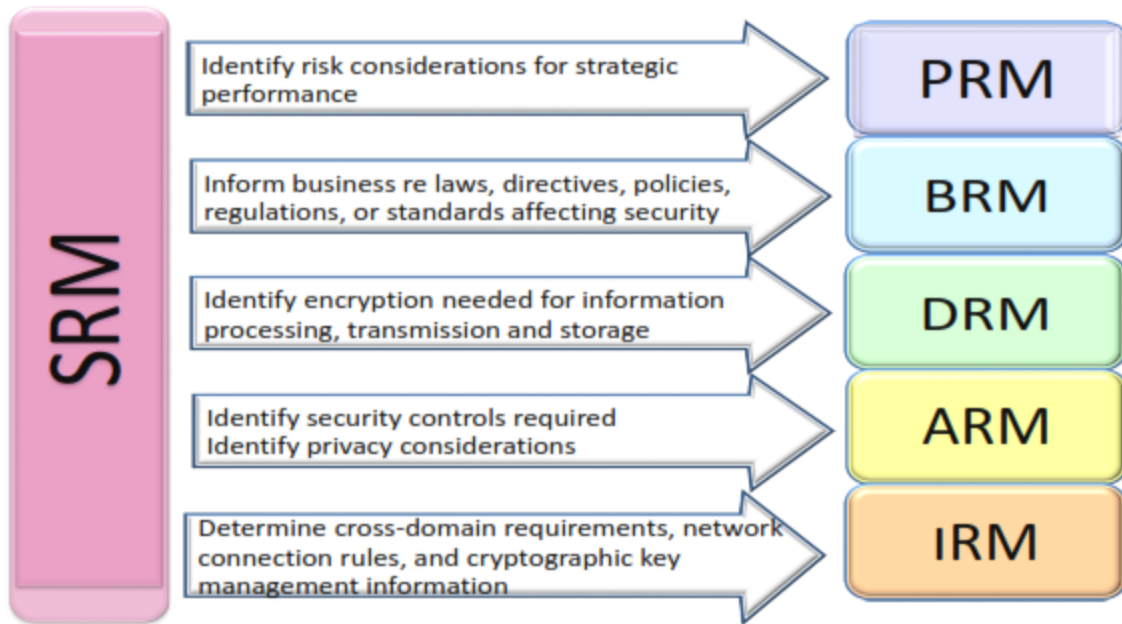
Security is integral to all architectural domains and at all levels of an organization. As a result, the SRM must be woven into all of the sub-architectures of the overarching EA across all the other reference models and it must be considered up and down the different levels of the Enterprise. Enterprise Architecture Governance is the perfect place for security standards, policies, and norms to be developed and followed, since it is an enforcement point for Information Technology investments.

The SRM allows architects to classify or categorize security architecture at all scope levels of the Federal Architecture: International, National, Federal, Sector, Agency, Segment, System and Application. At the highest levels, the SRM is used to transform federal laws, regulations, and publications into specific policies. At the segment level, the SRM is used to transform department specific policies into security controls and measurements. At the system level, it is used to transform segment controls into system specific designs or requirements. Each level of the SRM is critical to the overall security posture and health of an organization and/or system.

The SRM helps business owners with risk-based decision-making to achieve security objectives by understanding the purpose and impact of security controls on business processes or IT systems.

Security integration across layers of the architecture is essential to ensure the protection of information and IT assets. Security must start at the business layer and work its way down to the application and infrastructure layers.

At the high level, the SRM relationship and tie-in to the other reference models is illustrated below:



Linking security and privacy to agency enterprise architecture, including agency performance objectives, business processes, data flows, applications and infrastructure technologies, ensures that each aspect of the business receives appropriate security and privacy considerations. Additionally, addressing security and privacy through enterprise architecture promotes interoperability and aids in the standardization and consolidation of security and privacy capabilities.

C.4 COMPONENTS OF AN IT SOLUTION

The Contractor shall provide Infrastructure and related services, Applications and related services, and IT Management Services to support agencies' integrated IT solution requirements.

In order to provide a common framework for defining and understanding the components of an IT solution, this section will refer to terminology included in the FEA and DoD IEA. Usage of this terminology or structure is not required within individual Orders placed on this contract.

The Contractor shall promote IT solutions that support Federal government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and e-Gov initiatives, as well as promote the sharing, consolidation, and "re-use" of business processes and systems across the Federal government. The Contractor shall promote the use of open source solutions and open technology development where practicable to enable this re-use.

Within each section below, an overview of the contract solution and service offerings is provided, followed by work to be performed relative to Order requirements. Components of an IT solution indicated in this Scope are not meant to be all-inclusive, but rather general indications of the types of services and goods within a given category. Other services and goods not listed, which adhere to the definition for each section are also within scope.

C.4.1 Infrastructure

Infrastructure includes hardware, software, licensing, technical support, and warranty services from third party sources, as well as technological refreshment and enhancements for that hardware and software.

This section is aligned with the FEA/DoD IEA , which describes these components using a vocabulary that is common throughout the entire Federal government. Infrastructure includes complete life cycle support for all hardware, software, and services represented above, including planning, analysis, research and development, design, development, integration and testing, implementation, operations and maintenance, information assurance, and final disposition of these components. The services also include administration and help desk functions necessary to support the IT infrastructure. Infrastructure serves as the foundation and building blocks of an integrated IT solution. It is the hardware which supports Application Services and IT Management Services; the software and services which enable that hardware to function; and the hardware, software, and services which allow for secure communication and interoperability between all business and application service components.

Infrastructure services facilitate the development and maintenance of critical IT infrastructures required to support Federal government business operations. This section includes the technical framework components that make up integrated IT solutions. One or any combination of these components may be used to deliver IT solutions intended to perform a wide array of functions which allow agencies to deliver services to their customers (or users), whether internal or external, in an efficient and effective manner.

C.4.1.1 Service Access and Delivery

These components are responsible for facilitating the end-to-end collection and distribution of data that is either entered or requested by a user. These components include all functions necessary to communicate in a client-server environment. Examples of these components include, but are not limited to:

- Web browsers
- Virtual Private Network (VPN)
- Remote Authentication Dial-In User Service (RADIUS)
- Peer-to-peer
- Section 508 compliance
- HyperText Transfer Protocol (HTTP)
- File Transfer Protocol (FTP)
- Simple Mail Transfer Protocol (SMTP)

C.4.1.2 Service Platform and Infrastructure

These components include all functions necessary for processing and storing data. These components provide and manage the resources available for Application Services. Examples of these components include, but are not limited to:

- Desktops, laptops, servers, mainframes, routers, switches, and printers.
- Asynchronous Transfer Mode (ATM) and T1
- Digital Subscriber Line (DSL), Ethernet, Windows/UNIX, Java/.NET
- Web server/portal
- Database, data storage, data warehouse
- *Software development tools*
- Testing, modeling, versioning, and configuration management.

C.4.1.3 Component Framework

These components consist of the design of application or system software that incorporates interfaces for interacting with other programs and for future flexibility and expandability. These components define higher level logical functions to provide services in a way that is useful and meaningful to users and other Application Services. Examples of these components include, but are not limited to:

- Digital certificates, biometrics;
- *Business logic*: JavaScript, Visual Basic

- *Data interchange*
- Simple Object Access Protocol (SOAP)
- Resource Description Framework (RDF)
- *Data management*
- Structured Query Language (SQL), Open DataBase Connectivity (ODBC), and OnLine Analytical Processing (OLAP).

C.4.1.4 Service Interface and Integration

These components define the discovery, interaction and communication technologies joining disparate systems and information providers. Application Services leverage and incorporate these components to provide interoperability and scalability. Examples of these components include, but are not limited to:

- Messaging-Oriented Middleware (MOM)
- Object Request Broker (ORB)
- Enterprise Application Integration (EAI)
- EXtensible Markup Language (XML)
- Electronic Data Interchange (EDI)
- Web Services Description Language (WSDL)
- Universal Description, Discovery and Integration (UDDI)

C.4.2 Application Services

Application Services provide support for all applications and collaborative service capabilities. These services include support for developing and implementing enterprise and departmental-level applications. These applications may be “cross-cutting” in nature, with inter-related service processing components extending across/beyond the enterprise, or unique to a particular agency/department’s mission requirements.

The Contractor shall promote, to the maximum extent practicable use of commercially available technologies (e.g. Commercial Off-the-Shelf (COTS) and non-developmental items) to support Federal government agencies’ IT solution requirements. The Contractor shall provide competencies to employ agencies’ enterprise architectures (EAs) as required by individual Orders, to support IT solutions development and implementation and alignment with the FEA.

Application Services include complete life cycle support, including planning, analysis, research and development, design, development, integration and testing, implementation, operations and maintenance, information assurance, and final disposition.

The Contractor shall provide Applications Services for systems required to support unique agency and departmental-level mission requirements, as specified in individual Orders. These services include support for existing and/or new/emerging mission requirements.

The following represents either components of applications or capabilities which Application Services will support. Each particular area includes, but is not limited to, support for the described functions.

C.4.2.1 Customer Services

Customer Relationship Management (CRM): All aspects of the CRM process, including planning, scheduling, and control activities involved with service delivery. The service components facilitate agencies’ requirements for managing and coordinating customer interactions across multiple communication channels and business lines.

Customer Preferences: Customizing customer preferences relative to interface requirements and information delivery mechanisms (e.g., personalization, subscriptions, alerts and notifications).

Customer Initiated Services: Initiating service requests and seeking assistance from government agencies via online communication channels (e.g., online help, tutorials, self-service, reservation/registration, multilingual support, scheduling).

C.4.2.2 Process Automation

Tracking and Workflow: Automated routing, tracking, and management of documents (e.g., process tracking, case management, and conflict resolution).

Routing and Scheduling: Automated distribution and scheduling activities (e.g., inbound/outbound correspondence management).

C.4.2.3 Business Management

Process Management: Development and implementation of standard methodologies and automated process management systems, to facilitate agencies' requirements for managing and monitoring activities surrounding their core business operations (e.g., change management, configuration management, requirements management, program/project management, governance/policy management, quality management, risk management).

Organizational Management: Collaboration and communication activities (e.g., workgroup/groupware, network management).

Investment Management: Selecting, managing, and evaluating agencies' investments and capital asset portfolios (e.g., strategic planning/management, portfolio management, performance management).

Supply Chain Management: All aspects of supply chain management, from the initial sourcing phase through customer delivery (e.g., procurement, sourcing management, inventory management, catalog management, ordering/purchasing, invoice tracking, storefront/shopping cart, warehouse management, returns management, logistics/transportation).

C.4.2.4 Digital Asset Services

Content Management: Content development, maintenance, updates, and distribution (e.g., content authoring, content review/approval, tagging/aggregation, content publishing/delivery, syndication management).

Document Management: Capturing, indexing, and maintaining documents (e.g., document imaging, optical character recognition (OCR), document revisions, library/storage, review/approval, document conversion, indexing/classification).

Knowledge Management: Collecting and processing data from multiple sources and generating information to support business requirements (e.g., information retrieval, information mapping/taxonomy, information sharing, categorization, knowledge engineering, knowledge capture/distribution/delivery, smart documents).

Records Management: Administration of official government records (record linking/association, record storage/archival, document classification, document retirement, digital rights management).

C.4.2.5 Business Analytical Services

Analysis and Statistics: Applying analysis and statistics to examine/resolve business issues (e.g., mathematical, structural/thermal, radiological, forensics).

Visualization: Transforming data into graphical or image form (e.g., graphing/charting, imagery, multimedia, mapping/geospatial/elevation/global positioning systems (GPS), computer-aided design (CAD)).

Knowledge Discovery: Identifying and extracting information from multiple data source containing files stored in various formats (e.g., data mining, modeling, simulation).

Business Intelligence: Collecting information relevant to historical, existing, or future business needs (e.g., demand forecasting/management, balanced scorecard, decision support planning).

Reporting: Generating reports derived from single or multiple data sources (e.g., ad hoc reporting, standardized/canned reporting, OLAP).

C.4.2.6 Back Office Services

Data Management: Creating, using, processing, and managing data resources (e.g., data exchange, data mart, data warehouse, metadata management, data cleansing, extraction and transformation, data recovery).

Human Resources: Recruitment, training, and management of government personnel (e.g., recruiting, career development/retention, time reporting, awards/benefit management, retirement management, education/training, travel management).

Financial Management: Government financing and accounting activities (e.g., billing and accounting, credit/charge, expense management, payroll, payment/settlement, debt collection, revenue management, internal controls, auditing, activity based management, currency translation).

Asset/Material Management: Acquisition and management of Federal government assets (property/asset management, asset cataloging/identification, asset transfer/allocation/maintenance, facilities management, computers/automation management).

Development and Integration: Development and integration of systems across diverse operating platforms (e.g., legacy integration, enterprise application integration, data integration, instrumentation/testing, software development).

Human Capital/Workforce Management Development and Integration: Planning and supervisory operations surrounding government personnel (e.g., resource planning/allocation, skills management, workforce directory/locator, team/organization management, contingent workforce management).

C.4.2.7 Support Services

Security Management: Ensuring desired levels of protection for Federal systems, data, and related assets are achieved (e.g., identification/authentication, access control, encryption, intrusion detection, verification, digital signature, user management, role/privilege management, audit trail capture/analysis).

Collaboration: Communications, messaging, information sharing, scheduling and task management activities (e.g., email, threaded discussions, document library, shared calendaring, task management).

Search: Searching, querying, and retrieving data from multiple sources (e.g., precision/recall ranking, classification, pattern matching)

Communications: Voice, data, and video communications in multiple formats and protocols (e.g., real time chat, instant messaging, audio/video conferencing, event/news management, community management support, computer/telephony integration, voice communications).

Systems Management: All aspects of systems management (e.g., software distribution/license management, configuration/installation, remote systems control, enhancements/service updates, system resource monitoring, helpdesk support/issue tracking).

Forms Management: Creating, managing, and processing online forms to support business operations (e.g., forms creation, modification).

C.4.2.8 DoD IEA Mission Area Support

The Master Contract provides support for the DoD IEA reference models relating DoD's specialized mission, business, and program areas. Though the DoD IEA is an emerging standard, policy and procedures have been formalized for maintaining, evolving, and using the DoD IEA reference models.

The DoD IEA reference models leverage existing DoD standards and reflect the alignment with the FEA. The Master Contract includes IT support services for DoD's Global Information Grid (GIG) architecture, Business, Warfighter, Intelligence, and Enterprise Information Environment (EIE) mission areas.

C.4.3 IT Management Services

IT Management Services provide support for operations and IT resource management requirements across the Federal government. These services encompass support for all strategic planning, management, and control functions integral to IT initiatives. The IT Management Services provide the foundational support to effectively align IT requirements with Federal government business operations.

IT Management Services provide support for all government lines of business, functions, and service components that comprise the FEA PRM and BRM.

IT Management Services shall enable the development and implementation of enhanced governance capabilities, to efficiently and effectively support government agencies' mission requirements and service delivery operations. The services include, but shall not be limited to, support for the following functions:

C.4.3.1 Controls and Oversight

Development and implementation of management controls and systems required by agencies to evaluate, manage, and monitor program performance relative to IT initiatives (e.g., agency, program, and project-level performance plans for IT initiatives; performance measures to support evaluation and reporting requirements for IT initiatives in compliance with FEA/DoD IEA PRM standards, etc.).

C.4.3.2 Risk Management and Mitigation

Identification of risk and preparation of risk management plans for IT projects, initiatives, and ongoing operations. Contingency planning to ensure continuity of IT operations and service recovery during emergency events (e.g., risk assessments to determine contingency planning requirements for IT operating environments; develop/maintain contingency, Continuity of Operations (COOP), and disaster recovery plans for IT components, develop/implement emergency preparedness systems).

C.4.3.3 Regulatory Development

Facilitate the development of IT policies, guidelines and standards to facilitate implementation of Federal laws and regulations. The services include support for development, implementation and maintenance of systems to support agencies' IT regulatory development, compliance, and enforcement activities (e.g., monitoring/ inspection/auditing of IT regulated activities to ensure compliance).

C.4.3.4 Planning and Resource Allocation

Facilitate the planning of IT investments, as well as determine and manage managing overall IT resources to efficiently and effectively support agencies' mission operations. This service area includes, but shall not be limited to support for the following functions:

Budget Formulation/Execution: Facilitate the integration of budgets and plans, at agency and departmental levels, to effectively link IT functions, activities, and resources with mission objectives.

Capital Planning: Facilitate the selection, management, and evaluation of IT investments relative to Federal government agencies' overall capital asset portfolios.

Enterprise Architecture (EA): Development and use of EA work products to manage current and future needs of Federal government business operations (i.e., "baseline" and "target" architectures). The services include transition planning and migration support for all EA components (e.g., business, information, application, and technology architectures), to advance the development and implementation of "core EA capabilities." The services shall provide support relative to Federal government mandates for measuring and reporting on the completion and usage of EA programs, as well as evaluating results for E-Gov alignment and implementation of Federal lines of business and other cross-governmental initiatives (e.g., SmartBUY, IPv6, HSPD-12).

Strategic Planning: Facilitate the effective alignment of IT requirements/ Information Resource Management (IRM) plans with strategic business plans and program initiatives.

Management Improvements: Development and implementation of improved systems and business practices to optimize productivity and service delivery operations (e.g., analysis, and implementation of improvements in the flow of IT work and program processes and tool utilization, including business system analysis, identification of requirements for streamlining, re-engineering, or re-structuring internal systems/business processes for improvement, determination of IT solution alternatives, benchmarking).

C.4.3.5 IT Security

Development and implementation of management, operational, and technical security controls required by agencies to assure desired levels of protection for IT systems and data are achieved (e.g., establishment of policy/procedures in support of Federal IT security requirements, conduct risk assessments to identify threats/vulnerabilities for existing/planned systems; support Federal mandates for measuring and reporting compliance, perform certification and accreditation (C&A) activities; provide training services to promote awareness and knowledge of compliance responsibilities for Federal IT security requirements).

C.4.3.6 System and Network Controls

Facilitate the planning, development, implementation, and management of system and network control mechanisms to support communication and automated needs. Facilitate the planning, organizing, coordinating, and controlling of the arrangement of the elements of protection and monitoring capabilities, and incident recovery actions of the information environment. The process takes configuration orders; status reports; and operational and functional performance requirements as inputs and provides performance capabilities and service and infrastructure controls as outputs.

System and network controls are controlled by environment standards such as policy and operational guidance. The service control requirements enable network controls and operational performance capabilities.

C.4.4 Cloud Computing

The following is an excerpt from the most recent NIST guidance:
Special Publication 800-146, Cloud Computing Synopsis and Recommendations

The full document can be obtained at <http://csrc.nist.gov/publications/PubsSPs.html>

Cloud computing is a model for enabling convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This

cloud model is composed of five essential characteristics, three service models, and four deployment models.

Cloud Essential Characteristics

On-demand self-service: A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service's provider.

Broad network access: Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations).

Resource pooling: The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.

Rapid elasticity: Capabilities can be rapidly and elastically provisioned, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.

Measured Service: Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

Cloud Service Models

Cloud Software as a Service (SaaS): The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Cloud Platform as a Service (PaaS): The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provide. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Cloud Infrastructure as a Service (IaaS): The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

All currently emerging and future Cloud Computing as Service offerings, such as "X" as a Service, are within the Scope.

C.4.5 Big Data & Big Data Analytics

NIST is currently in working groups concerning this subject and released a preliminary definition during the October 2014 working Group conference. The following is excerpt from that preliminary release. The full content can be viewed at through the following web site:
<http://bigdatawg.nist.gov/ieee.php>

Big data consists of advanced techniques that harness independent resources for building scalable data systems when the characteristics of the datasets require new architectures for efficient storage, manipulation, and analysis.

Big data is where the data volume, acquisition velocity, or data representation limits the ability to perform effective analysis using traditional relational approaches or requires the use of significant horizontal scaling (more nodes) for efficient processing.

C.5 ANCILLARY SUPPORT: SERVICES, SUPPLIES AND CONSTRUCTION

The Contractor may provide ancillary support as necessary to offer an integrated IT services-based solution. The ancillary support described here may only be included in a Task Order when it is integral to and necessary for the IT services-based effort. Ancillary support may include, but is not limited to, such things as: clerical support; data entry; subject matter expertise; server racks, mounts, or similar items; and construction, alteration, and repair to real property; and Telecommunications, Wireless, and Satellite services and goods.

(i) The Ordering Contracting Officer (OCO) may allow, and the Contractor may propose, a labor category or labor categories in support of ancillary products and/or support services at the Task Order level not identified in the Standard IT Service LCAT labor category list, provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Labor Standards or the Wage Rate Requirements (Construction) and Related Acts, if applicable. *See Section B.7 and B.8 for additional contract requirements.*

(ii) An OCO's inclusion of new labor categories in support of ancillary support services labor categories in a Task Order does not require PCO approval.

C.6 CONTRACT SECURITY REQUIREMENTS

The Contractor shall abide by all contract cybersecurity requirements located in *Sections H.6, H.7, Attachment J-2*, and related federal policy, and other contract security requirements in *Sections H.8 and H.9*. These requirements cover minimum security standards for select Contractor systems, the handling of Government sensitive data and information technology, Contractor security clearances, and Homeland Security.

C.7 PERFORMANCE WORK STATEMENT (PWS)

C.7.1 Master Contract PWS

The Master Contract is a stand-alone Performance-based Acquisition (PBA) independent from Task Order PBA requirements. The PWS is limited to (1) Achieving minimum sales requirements as noted in Section H.19; (2) Post award contract administration performance and reporting requirements noted throughout Section G and Section H.

Critical performance standards are established for the Master Contract in Section J-5 Performance Requirements Summary (PRS). The PRS listings of Performance Objectives indicate the performance level required by the Government to meet the Master Contract requirements. The standards shall be measurable and structured to permit an assessment of the Contractor's performance whereby the results may be written into the Contractor Past Performance Assessment Reporting System. The Government

may request the Contractor to develop a Quality Control Plan in response to a Quality Assurance Surveillance Plan (QASP) that would be developed and implemented by the GSA for some of the PRS Performance Objectives sometime at or after award of the Master Contract.

C.7.2 Task Order PWS

For Task Orders issued under the Master Contract, it is the federal agency OCO that develops and executes their own PWS and PBA methods independent of the Master Contract PWS and PBA requirements. The OCO may use PBA methods to the maximum extent practicable using the following order of precedence: (1) Firm-Fixed-Price Performance-Based Task Order (2) Performance-Based Task Order that is not Firm-Fixed-Priced.

C.8 INNOVATIVE SOLUTIONS

The Contractor should approach agency Task Order requirements with technical proposals offering the most innovative solutions possible leveraging the flexibility provided by FEA encompassed in the scope of this Master Contract. The choice to align scope with FEA allows for a "Greenfield Approach" to the adoption of new technologies and innovative solution approaches in both technology and acquisition as they emerge to meet the rapidly changing and demanding dynamic IT services requirements of the federal Government today and in the future.

The Government strongly encourages the Contractor to also continuously prospect for and establish specialized subcontracting relationships and partnerships, especially with small businesses, to further leverage commercially driven emerging and leading edge technologies in support of providing the needed innovation in solving the federal Government's IT services procurement requirements.

C.9 SERVICES NOT IN SCOPE

The Contractor shall not accept or perform work for a task order having the PRIMARY purpose of:

1. An ancillary support service, see Section C.5.
2. A requirement that primarily uses employees not employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541 and/or employees primarily employed as labor or mechanics as defined in FAR Subpart 22.401.
3. Inherently Governmental Functions as defined in FAR Subpart 2.101(b).
4. Personal Services as defined in FAR Subpart 2.101(b).
5. Architect & Engineering (A&E) Services as defined in FAR Subpart 2.101(b) and subject to the Brooks Architect-Engineers Act (40 U.S.C. 1102).
6. Armed Guards or,
7. Hazmat Abatement.

C.10 SCOPE REFERENCES AND RESOURCES

The following resources are offered in support of the overall concept and scope of the Master Contract:

- (i) FEA Reference Model: <http://www.whitehouse.gov/omb/e-gov/fea>
- (ii) DoD IEA Reference Model:
<http://dodcio.defense.gov/InTheNews/DoDInformationEnterpriseArchitecture.aspx>.
- (iii) FPDS PSC Manual: https://www.acquisition.gov/?q=Acquisition_Systems
- (iv) DoL BLS SOCs: <http://www.bls.gov/soc/>
- (v) The Occupational Information Network (O*NET) System (<http://www.onetonline.org/>) - is a comprehensive database of occupational competency profiles. The O*NET system is based on the Standard Occupational Classification (SOC) system and also provides information on additional detailed occupations within a SOC category in selected instances.
- (vi) Definition of Information Technology (IT)
 - Federal Acquisition Regulations (FAR) Information Technology is defined in FAR Subpart 2.101(b) http://www.acquisition.gov/far/current/html/Subpart_2_1.html
 - Clinger-Cohen Act <http://www.gsa.gov/graphics/staffoffices/Clinger.htm>

(END OF SECTION C)

SECTION D PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container or each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the contractor.

D.2 PACKING LIST

A packing list or other suitable shipping document shall accompany each shipment and shall indicate:

- (a) Name and address of the consignor
- (b) Name and complete address of the consignee
- (c) Government order or requisition number
- (d) Government bill of lading number covering the shipment (if any)
- (e) Description of the material shipped, including item number, quantity, number of containers, package number (if any), and weight of each package

D.3 UNCLASSIFIED AND CLASSIFIED MARKING

Unclassified data shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to industry standards.

Classified reports, data, and documentation shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

D.4 SOFTWARE AND MAGNETIC MEDIA MARKINGS

Packages containing software or other magnetic media shall be marked in accordance with requirements set forth in the Order, or if none is specified, shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

(END OF SECTION D)

SECTION E INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address- <https://www.acquisition.gov/far/>

The following clauses apply to the Master Contract and may apply at the Task Order level, as applicable, depending upon the contract type of the Task Order, or as specifically referenced in the applicable Task Order:

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM
52.246-2	INSPECTION OF SUPPLIES— FIXED PRICE	AUG 1996	X		
52.246-2	ALTERNATE I	JUL 1985	X		
52.246-2	ALTERNATE II	JUL 1985	X		
52.246-3	INSPECTION OF SUPPLIES— COST REIMBURSEMENT	MAY 2001		X	
52.246-4	INSPECTION OF SERVICES— FIXED PRICE	AUG 1996	X		X
52.246-5	INSPECTION OF SERVICES— COST REIMBURSEMENT	APR 1984		X	
52.246-6	INSPECTION— TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001			X
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT— FIXED PRICE	AUG 1996	X		
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT— COST REIMBURSEMENT	MAY 2001		X	
52.246-8	ALTERNATE I	APR 1984		X	
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984	X	X	
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC 2014	X	X	X
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984	X	X	
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984	X		

(End of Clause)

E.2 CONTRACTING OFFICER REPRESENTATIVE

The OCO may designate COR(s) for task orders issued under this contract. Designated CORs shall participate in the administration of the Task Orders issued under this contract by evaluating contractor performance, inspecting and accepting services for the Government, and providing a report of inspection as well as contractor performance assessments to the Contracting Officer. This designation does not include authority to direct and/or authorize the contractor to make changes in the scope or terms and conditions of the Task Order without written approval of the Contracting Officer. The contractor shall be notified in writing by the Contracting Officer of the name, duties, and limitations of the CORs by means of the COR Designation Letter.

Task Order Contracting Officers should provide their agency specify Inspection and Acceptance and Quality Assurance requirements within their Task Orders.

E.3 INSPECTION AND ACCEPTANCE

The following section applies to Contractor obligations at the Master Contract level.

Inspection of the deliverables provided hereunder shall be made by the GSA GWAC Contracting Officer's Representative (COR) or any Inspectors designated by the Contracting Officer. The place of inspection for reports required under this contract shall be at the addresses for deliverables set forth in Section F. Final acceptance of deliverables shall be made by the GSA GWAC COR designated in the contract.

E.3.1 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the contractor under this statement of work.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this contract.

File Editing - All text and diagrammatic files shall be editable by the Government.

- Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission, unless otherwise specified herein. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness - Work Products shall be submitted on or before the due date specified herein or submitted in accordance with a later scheduled date determined by the Government.

E.4 QUALITY ASSURANCE

The GSA GWAC COR over the Master Contract or designated inspector/Quality Assurance Evaluator(QAE) will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the GSA GWAC COR will not relieve the Contractor of the responsibility for complying with the requirements of this Statement of Work. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by GSA GWAC COR. The Contractor shall not construe any letter of

acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

(END OF SECTION E)

SECTION F DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The following clauses shall apply unless otherwise designated at the Task Order level. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>.

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the applicable Order:

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM
52.211-8	TIME OF DELIVERY	Jun 1997	X	X	X
52.211-8	ALTERNATE I	APR 1984	X	X	X
52.211-8	ALTERNATE II	APR 1984	X	X	X
52.211-8	ALTERNATE III	APR 1984	X	X	X
52.211-9	DESIRED AND REQUIRED TIME OF DELIVERY	JUN 1997	X	X	X
52.211-9	ALTERNATE I	APR 1984	X	X	X
52.211-9	ALTERNATE II	APR 1984	X	X	X
52.211-9	ALTERNATE III	APR 1984	X	X	X
52.211-11	LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEP 2000	X		
52.242-15	STOP-WORK ORDER	AUG 1989	X	X	
52.242-15	ALTERNATE I	APR 1984		X	
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984	X		
52.247-34	F.O.B. DESTINATION	NOV 1991	X		
52.247-35	F.O.B. DESTINATION WITH CONSIGNEES PREMISES	APR 1984	X		

F.2 MASTER CONTRACT ORDERING PERIOD

The ordering period of this contract is from (To Be Determined) through (To Be Determined). (inclusive of all options, if exercised).

The contract ordering period for the Master Contract is from the date of the Notice-To-Proceed through 5 years thereafter, with one, 5-year option that may extend the cumulative term of the contract to 10 years

in accordance with FAR 52.217-9, Option to Extend the Term of the Contract, if exercised. The Contractor's pricing submitted for Contract Year One will coincide with the Notice To Proceed, effective date.

After the Master Contract ordering period expires, the Master Contract will remain an active contract until the final task order performance is completed and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the Master Contract ordering period.

F.3 TASK ORDER PERIOD OF PERFORMANCE

The period of performance for each Order placed under the Master Contract shall be specified in the individual Order. All the following conditions apply:

- 1) Under no circumstances may an Order be placed under the Master Contract if the Master Contract has expired, or has been terminated or cancelled by the Government;
- 2) No Orders may exceed ten (10) years, inclusive of options, from the date that the Order is placed;
- 3) No Orders may extend more than five (5) years after the expiration of the Master Contract;
- 4) Order options, if included at initial issuance of the Order, may be exercised after the expiration date of the Master Contract; and
- 5) Notwithstanding anything to the contrary above, a multi-year Order placed under the Master Contract must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

F.4 TASK ORDER TRANSITION PLANS

At the end of the period of performance, the incumbent Contractor shall transition activities to the incoming Contractor with minimal disruption of services to the government. The Contractor shall maintain sufficient qualified staff to meet all requirements of this effort. The Contractor shall submit a written phase-out plan unless designated otherwise by the OCO.

F.5 PLACE OF PERFORMANCE

The services to be provided under the Master Contract shall be accomplished at the locations identified in the task order and may include locations in the Contiguous United States (CONUS) and Outside the CONUS (OCONUS).

The place of performance and/or delivery requirements will be specified in each individual Order.

F.6 PERFORMANCE STANDARDS UNDER THE ALLIANT 2 SMALL BUSINESS MASTER CONTRACT

The Alliant 2 Small Business GWAC is a performance based contract with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Section F.7 Deliverables, and Section J-5 Performance Requirements Summary.

Cost type Task Orders: Adequate Cost Accounting Systems are mandatory for performing Cost Type Task Orders under the Alliant 2 Small Business GWAC.

F.7 DELIVERABLES

The following table contains deliverables required under the Master Contract. Individual Orders may have additional deliverables specified in each Order by the issuing agency. The Government does not waive its right to request deliverables under the Master Contract, even if such requirements are not

specifically listed in this table.

ID	SECTION	DELIVERABLE TITLE	FREQUENCY	DELIVER TO
1	G.8	Contractor Contract Management Personnel <ul style="list-style-type: none"> Identify the Program Manager Replacements identified 	Within thirty (30) calendar days after the Notice to Proceed and/or any vacancy	A2SB@gsa.gov and Government Designated Reporting System (GDRS)
2	G.10	Contractor GWAC Webpage <ul style="list-style-type: none"> Established GWAC webpage Conformed contract and redacted modifications posted to webpage 	Within thirty (30) calendar days after the Notice to Proceed and Master Contract modifications issued	Contractor Webpage
3	G.11	Insurance	Within thirty (30) calendar days after the Notice to Proceed and annually by the 1st calendar day of each new Contract Year.	A2SB@gsa.gov
4	G.12	Labor Category Cross-walk Matrix <ul style="list-style-type: none"> Initial Submission of Matrix Periodic Updates to Matrix 	<ul style="list-style-type: none"> Within thirty (30) calendar days after the Notice to Proceed Responses are due within thirty (30) calendar days of GSA requesting an update 	A2SB@gsa.gov
5	G.14.1	Establish a shared company email address	Within thirty (30) calendar days after the Notice to Proceed	A2SB@gsa.gov
6	G.20.1	GWAC Data Calls <ul style="list-style-type: none"> Task order award Task order protest Other data 	Within 3 business days of event and/or request	A2SB@gsa.gov
7	G.20.2	GWAC Transactional Data	<ul style="list-style-type: none"> (applicable to all Invoices) Due by the 30th calendar 	GDRS

		<ul style="list-style-type: none"> • Invoices (all) • Zero \$ Invoices • CAF Payment • Missing or Inaccurate Data 	<p>day after the month in which the invoice(s) were either remitted or paid by the client</p> <ul style="list-style-type: none"> • (applicable to Zero Invoices) Due by the 30th calendar day after the month in which the invoice(s) were either remitted or paid by the client • (applicable to CAF) Due by the 30th calendar day after the month in which the invoice(s) was reported • Data corrections are due within ten (10) calendar days, or as directed by the GWAC Program 	
8	G.21	CAF	CAF must be paid within the month that invoices are reported in the GDRS.	Pay.gov via the GDRS
9	G.22.1	Subcontract Reporting	By the 30 th calendar day after each contract year	GDRS
10	G.24.4	Notice Required for Ownership Changes and Change of Name Agreements	Within 30 calendar days of the DCAA/DCMA or Cognizant Contracting Officer (CCO) signed Modification with the related attachments/ agreements for an Ownership Change, Name Change, and other company changes in status such as DUNS/CAGE code numbers.	A2SB@gsa.gov and GDRS

11	G.25.1	Task Order Closeout Verification/Validation	Within 6 months after task order period of performance ends	GDRS
12	G.26	Master Contract Closeout <ul style="list-style-type: none">• Corrections requested to the Government Designated Reporting System data	Responses are due within ten (10) calendar days of the requested information	GDRS

F.8 NOTICE TO THE GOVERNMENT OF DELAYS

(a) In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or any date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the Contracting Officer's Representative, in writing, giving pertinent details, provided that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

(b) If the Contractor fails to respond in a timely manner to any portion of this contract, delay will be attributed to the Contractor. Although the period of performance may change due to the delay, the price may be subject to a downward adjustment.

(c) If the Government delays performance of this contract, the period of performance and/or price may be revised upon mutual agreement between the Government and the Contractor.

(END OF SECTION F)

SECTION G CONTRACT ADMINISTRATION

G.1 GENERAL

This section provides contract administration requirements for the GSA GWAC, and where applicable, for each Task Order placed under this Master Contract. Additional contract administration requirements, not related to the Master Contract, may be specified in each Task Order.

G.2 AUTHORIZED AGENCIES AND DELEGATION OF PROCUREMENT AUTHORITY

G.2.1 Authorized Agencies

The Master Contract is available for use by all Federal agencies and other entities as listed in General Services Administration (GSA) Order ADM 4800.2H, Eligibility to use GSA Sources And Supply; as amended. The GSA Order is publicly available and accessible for review on GSA's website <http://www.gsa.gov/portal/directives>.

G.2.2 Delegation of Procurement Authority

Federal buyers who wish to use the Alliant 2 Small Business GWAC must receive and will benefit from Alliant 2 Small Business GWAC contract overview training leading to a written Delegation of Procurement Authority ("DPA or "delegation"). A written DPA authorizes warranted contracting officers to become Ordering Contracting Officers (OCOs), and is required prior to awarding and for administering Orders.

The OCO training and written delegation requirements are beneficial because DPAs provide a clearly structured understanding of roles and responsibilities between the Master Contract Contracting Officer(s) and OCOs, resulting in a positive take away for all stakeholders. The training and DPA arise out of GSA's obligations to the Office of Management and Budget, are consistent with Section 865 of the Duncan Hunter National Defense Authorization Act of 2009, P.L. 110-417 ("DHNDAA" or "NDAA 2009") and are in-line with the related recommendation of the Acquisition Advisory Panel/SARA Panel (authorized by Section 1423 of the Services Acquisition Reform Act of 2003).

While delegation can only be granted to warranted Contracting Officers, all individuals (i.e. project managers, program officials, etc.) involved with a Task Order are encouraged to participate in the training.

No work may be performed; no debt or obligation accrued and no payment may be made except as authorized by a bona-fide written order signed by an OCO having a written Alliant 2 Small Business GWAC DPA.

G.3 GWAC OMBUDSMAN

In accordance with FAR 16.505 (a)(10) no protest under \$10,000,000 is authorized in connection with the issuance or proposed issuance of an order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the order increases the scope, period of performance, or maximum value of the Contract.

Subject to GSAR 552.216-74, GSA designates an Ombudsman to this GWAC Master Contract. For the purposes of Master Contract, the primary duties of the GSA Ombudsman, as it concerns GSA GWACS, is to review complaints from Contractors and ensure that they are afforded a fair opportunity for consideration in the award of task orders consistent with the procedures of the Master Contract.

G.4 ROLES AND RESPONSIBILITIES

This section describes the roles and responsibilities of Government personnel after the Master Contract is

awarded. The Government may modify the roles and responsibilities at any time during the period of performance of the Master Contract.

G.4.1 GWAC Procuring Contracting Officer (PCO)

The GWAC PCO is the sole and exclusive government official with actual authority to award the Master Contract. After award of the Master Contract, the GWAC PCO may delegate any or all of the contract administration functions, described in FAR 42.302, to a GWAC ACO and a GWAC COR to assist in the technical monitoring or administration of a contract.

In the event that the designated GWAC PCO is unavailable to sign a contract action, GSA reserves the right to authorize another warranted Contracting Officer to execute official contracting documents on their behalf.

G.4.2 GWAC Contracting Administrative Contracting Officer (ACO)

Duties of the GWAC Administrative Contracting Officer are pursuant to 42.302 (exclusive of FAR 42.302(b)) and as outlined in the designation letter issued by the GWAC PCO.

Responsibilities not specifically delegated to the GWAC ACOs by the GWAC PCO shall be reserved for the GWAC PCO.

G.4.3 GWAC Program Manager

The Government has appointed a GWAC Program Manager who will perform various programmatic functions for the overall success of the Alliant 2 Small Business GWAC Program. The GWAC Program Manager has no actual, apparent or implied authority to bind the Government for any government funding, acts or omissions.

The role of the GWAC Program Manager is to represent programmatic interests during the period of performance of the Alliant 2 Small Business GWAC. The GWAC Program Manager is responsible for strategic planning that leads to the continuous effort of exploring new "value add" offerings through the Alliant 2 Small Business GWAC, to facilitate the process of acquiring competitive complex integrated IT solutions for agency customers as easy as possible. This is done by assessing the Information Technology (IT) market, working closely with federal agencies and gaining insight on customer needs and buying trends, and by also working closely with industry to stay abreast of innovation in the IT service space.

The GWAC Program Manager will be involved in many of the below activities, but not limited to:

- Speak at various federal IT acquisition events providing the public insight and awareness of the Alliant 2 Small Business GWAC Program & Contract.
- Coordinate and moderate the Program Management Review (PMR), and Co-chair Shared Interest Group (SIG) meetings with industry.
- Provide group presentations to Contractor outreach team members, Marketing, Capture Managers, and Contractors' teaming partners, if requested.
- Provide mentoring/guidance to Contractors on how to successfully market the GWACs.
- Review and assess Contractor marketing and outreach efforts.
- Coordinate and conduct customer visits including viable leads provided by the Contractors.
- Collect and disseminate Contractor feedback on GWAC Program process improvements, government system enhancements/upgrades, and technical refreshments.
- Address and work with poor performing Contractors, including those Contractors not meeting the aggregate dollar Task Order revenue goals, and other contractor performance metrics.

The GWAC Program Manager does not hear, address or resolve any issues concerning contractual legal matters. The Contractor shall address Task Order matters directly with the Task Order OCO and address

Master Contract matters directly with the GSA GWAC PCO/ACO.

G.4.4 GWAC Contracting Officer's Representative (COR)

The GSA GWAC COR supports the GSA GWAC PCO and the ACO in the general management of the program. The Alliant 2 Small Business GWAC Program Manager serves as the GSA GWAC COR, unless re-designated by the PCO.

The GSA GWAC COR is responsible for: monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the PCO changes in requirements; interpreting the statement of work and any other technical performance requirements; performing technical evaluation as required; performing technical inspections and acceptances required by this contract; and, assisting in the resolution of technical problems encountered during performance.

A letter of designation issued to the GSA GWAC COR, a copy of which is sent to the Contractor, states his/her responsibilities and limitations. The GSA GWAC COR's authority does not include the ability to authorize work not already in the contract or to modify the terms and conditions of the contract.

The GSA GWAC COR is responsible for the receipt and acceptance of the GWAC payment and reporting system (Government designated reporting system (GDRS)) deliverables and reports.

The GSA GWAC COR's responsibilities include, but are not limited to:

- Ensure overall accuracy of the transactional data (with support of the various quality evaluators)
- Keep current the IT Service LCAT Matrix
- Coordinate the review of new IT Service LCAT requests
- Approve Contractor press releases and marketing brochures concerning the Master Contract
- Act as point of contact for Contractors for GSA system issues, i.e., e-Library, e-Buy, GSA Assist systems.
- Assist in the collection of Overdue Contract Access Fee
- Confirm that all invoices have been accurately reported for Expired Task Orders (with support of the various quality evaluators)
- Other duties as indicated in the GSA GWAC PCO's COR Designation Letter (letter copied to Contractor).

All other contract administration functions not listed and specifically delegated above remain the responsibility of the GWAC PCO/ACO. The Government may unilaterally change its GSA GWAC COR designation.

G.4.5 GWAC Quality Assurance Evaluators

GWAC Quality Assurance Evaluators (QAE) are subject matter experts (SMEs), identified by the GWAC COR, responsible for Contractor communication and training, and provide quality assurance reviews of, but not limited to, the following:

- 1) Government designated reporting system (GDRS) Training and Problem Resolution
- 2) Data Calls and Transactional Data Reviews
- 3) CAF Reconciliation

The GSA GWAC COR may identify one or more government and/or Contractor support personnel to serve as GWAC QAEs to ensure the effective management of the GSA GWAC Program.

G.5 DIRECT ACQUISITION AND ASSISTED ACQUISITION

For purposes of this contract, Direct Acquisition is defined as whenever an outside agency, other than GSA, places an Order against the GSA Alliant 2 Small Business GWAC. Whenever GSA conducts an acquisition on the behalf of another agency, or within GSA, using the Alliant 2 Small Business GWAC, this is termed Assisted Acquisition.

G.6 TASK ORDER ORDERING CONTRACTING OFFICER (OCO)

As described in Section G.2, only an authorized user, who is a delegated OCO, may place and administer a Task Order under the Master Contract.

The OCO for each Task Order is the sole and exclusive government official with actual authority to take actions which may bind the Government for that Task Order.

G.7 TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The OCO may designate a Contracting Officer's Representative (COR) or Contracting Officer Technical Representative (COTR) to perform specific administrative or technical functions for their specific Task Orders.

The specific rights and responsibilities of the COR or COTR for each Task Order shall be described in writing, which upon request, shall be provided to the Contractor. A COR/COTR has no actual, apparent, or implied authority to bind the Government.

G.8 CONTRACTOR PROGRAM MANAGER FOR THE GWAC MASTER CONTRACT

The Master Contract-level program management support costs, to include the Contractor's Program Manager, encompass support for Master Contract-level management, reporting requirements (See Section F, Deliveries or Performance) and related travel and meeting attendance costs associated with the Contractor's program management staff. As a result, these program management support indirect costs shall be charged in accordance with disclosed practices and shall not be proposed as separate labor categories on any Task Order. The Master Contract-level "program management" support costs are differentiated from individual Task Order "Task Order Manager" or "Project Manager" support costs, which are to specifically support project management for individual Task Orders.

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the Alliant 2 Small Business GWAC Program. The Contractor shall assign a dedicated Program Manager to represent the Contractor primary point-of-contact to resolve program, contractual, and technical issues, perform administrative duties, and other functions that may arise relating to the Master Contract and Task Orders solicited and issued under the Master Contract. The Program Manager is considered a Key Personnel and shall be a direct employee of the company as explained below.

The Contractor Program Manager duties include, but are not limited to:

- Representing the Contractor as point-of-contact for the PCO to help resolve issues and perform other functions that may arise relating to the contract and task orders under the contract;
- Advising and assisting Alliant 2 Small Business GWAC customers regarding the technical scope of the Master Contract and the overall attributes of the Alliant 2 Small Business GWAC;
- Promoting the Alliant 2 Small Business GWAC to the Federal government through participation in trade shows, conferences, and other meetings where federal government has a significant presence;
- Promoting Contractor identity as Alliant 2 Small Business GWAC contract holder by using the GSA logo in advertising, placing these identifiers in printed and in on-line communications; displaying Alliant 2 Small Business GWAC promotional placards; and, disseminating Alliant 2 Small Business GWAC marketing materials.

- Educating and training Contractor staff to ensure that they are able to effectively communicate with existing and potential customers regarding the technical scope, the value, and the benefits of the Alliant 2 Small Business GWAC;
- Providing all reporting information required under the contract accurately and in a timely manner;
- Attending meetings and conferences, as required; and,
- Serving as the primary focal point within the Contractor's organization on all matters pertaining to this contract.
- The current Contractor Program Manager on this contract is listed on the Contractor's GSA GWAC web page.

The Contractor Program Manager on this contract is listed on the Contractor's Alliant 2 Small Business GWAC website.

Names, email addresses, and telephone numbers of the Program Manager shall be emailed to the ACO at A2SB@gsa.gov within 30 days of the Notice to Proceed. The Contractor shall ensure that the ACO has current points-of-contact information for the Contractor's Program Manager. All costs associated with the key personnel shall be at no direct cost to the Government.

G.9 ELECTRONIC ACCESS TO CONTRACT

The Government intends to post a conformed version of the Master Contract on its Alliant 2 Small Business GWAC website along with fully burdened Contractor and Government site labor rates proposed by all awardees for time-and-materials and labor-hour orders. The GSA Alliant 2 Small Business GWAC website will be available to the general public.

G.10 CONTRACTOR WEBPAGE

The Contractor shall develop and maintain a current publicly available webpage accessible via the Internet throughout the period of performance of the Master Contract. The webpage link shall be prominently displayed on the Contractor's main government business homepage and shall be updated periodically. A link to the Master Contract shall be placed under their site map that will direct users to the page containing their Government contracts. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional support services under the Master Contract.

This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, Section 1194.22, Web-based Intranet and Internet Information and Applications.

The Contractor shall provide the GWAC ACO with the web address within thirty (30) days after the receipt of Notice to Proceed. The Contractor shall ensure all information provided on their web page is updated continually until Master Contract expiration. At a minimum, the web page must include the following items:

- Link to the GSA Alliant 2 Small Business GWAC website;
- The Master Contract, and modifications (redacted if and when appropriate);
- Contractor GWAC Contract Number, DUNS number, CAGE Code;
- Contact information of the Contractor's Program Manager;
- Contractor developed marketing materials and approved Press Releases, required only for matters of the Master Contract. (Not required for Task Order awards.)
- GSA approved Alliant 2 Small Business GWAC Marketing Brochures.

Contractors shall review annually their points of contact are current and accurate in the Contractor's web page. If the Contractor has updated the link of their GWAC Vehicle web page, the new link shall be forwarded to the A2SB@gsa.gov.

G.11 INSURANCE

Applicable to the Master Contract - The Contractor shall maintain the minimum insurance coverage delineated within Federal Acquisition Regulation (FAR) Subpart 28.3 for the full duration of the Master Contract and each applicable Task Order that extends beyond the expiration date of the Master Contract. The Contractor shall notify the GSA GWAC Contracting Officer and designated OCO for affected Task Orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of ACORD Form, Certificate of Liability Insurance, as applicable. Allowable costs as per FAR Subsection 31.205-19 shall be recovered through work at the Task Order level, with no obligation of payment at the Master Contract level. Contractors that fail to capture even a single Task Order award shall not be compensated at the Master Contract level beyond the value specified for the minimum guarantee.

The Certificate of Liability Insurance is a deliverable under the contract and is due until Master Contract expiration. Current insurance certificate may be electronically sent to A2SB@gsa.gov. Insurance certificate must identify their Master Contract contract number in the description block.

The OCO may require additional insurance coverage or higher limits specific to a Task Order awarded under the Master Contract. If the Task Order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply to the Task Order.

In accordance with incorporated clauses FAR 52.228-5, Insurance - Work on a Government Installation, and FAR 52.228-7, Insurance - Liability to Third Persons, copies of insurance policies with the following types and minimum amounts shall be furnished to the ACO within 30 days of the Notice to Proceed and maintained during the period of performance of the Master Contract and associated Task Orders.

(a) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) General liability.

(1) Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) Automobile liability. Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, Aircraft public and passenger liability insurance is required. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, as determined by the agency, vessel collision liability and protection and indemnity liability insurance is required.

G.11.1 DEFENSE BASE ACT INSURANCE (DBAI)

Pursuant to FAR 28.305, DBAI coverage provides workers' compensation benefits (medical, disability, death) in the event of a work-related injury or illness that occurs outside the United States.

The Government requires that employees hired by Contractors and subcontractors who work internationally be protected by the DBAI coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor.

DBAI shall be at no direct cost to the Alliant 2 Small Business GWAC Program; however, if required and approved by an OCO under an individual task order, DBAI may be charged as a direct cost to the government.

G.12 STANDARD IT SERVICE LABOR CATEGORY CROSS-WALK MATRIX

The Standard IT Service LCAT Cross-walk Matrix is a cross reference library of Standard IT Service LCATs that will help the GWAC Program and Contractors correlate to their commercial or corporate IT labor titles and descriptions to those used by the Department of Labor Standard Occupational Classification (DOL SOC) and those currently adopted as Standard IT Service LCATs on the Master Contract (see Section J-3 LCATS). The information contained within the Standard IT Service LCATs Cross-walk Matrix may be shared on the GSA GWAC Webpage.

Due to varied commercial labor titles across all Contractors, the Standard IT Service LCAT Cross-walk Matrix will help to prevent inadvertent inclusion of new IT Service LCATs, containing similar functional scope descriptions or alias' references in the DOL/SOC that may generally conform to the Master Contract Standard IT Service LCATs. If one or more of the Contractors cannot agree to the proposed IT Service LCAT matching to the DOL/SOC or the Master Contract, the proposed IT Service LCAT determination will be unilaterally made by the GSA GWAC Program to classify the proposed IT Service LCAT to the DOL SOC and the Master Contract.

The Contractor shall provide a completed Standard IT Service LCAT Cross-walk Matrix, via a GSA GWAC Program approved file format, that maps to the Contractor's internal corporate specific IT Service LCATs to the list of Standard IT Service LCATs defined in Section J-3. The Contractor shall match their Corporate Labor Titles to all the Standard IT Service LCATs defined to the GSA GWAC. This completed mapping file shall be emailed to the GSA GWAC Program at A2SB@gsa.gov and is required within thirty (30) calendar days after the notice to proceed. The content requested includes but not limited to:

- Department of Labor Standard Occupational Classification
- GSA GWAC Standard IT Service LCAT Title
- Equivalent Corporate IT Service LCAT Title
- Equivalent Corporate IT Service LCAT Functional Description

From time to time and as innovative emerging technologies are developed, the GSA GWAC Program will request updates to the Standard IT Service LCAT Cross-walk Matrix to conform with the introduction of any new Standard IT Service LCATs. These periodic updates will be requested by the GSA GWAC Contracting Officer and updates will be required within thirty (30) calendar days of GSA requesting an update.

G.13 MEETINGS AND CONFERENCES

From time to time the Government may require attendance at Government conferences and meetings at no additional cost to the Government.

G.13.1 Post-Award Conference

The Contractor shall participate in a mandatory post-award conference after the Notice to Proceed that will be held at a time and place to be determined by the Alliant 2 Small Business GWAC PCO (FAR 42.503-1).

The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements in the Master Contract and identify and resolve potential issues (See FAR Subpart 42.5 Post award Orientation).

The GSA GWAC Program Manager will act as Chairperson with the Alliant 2 Small Business GWAC PCO as Co-chairperson at the conference.

G.13.2 Meetings and Conferences

The GSA GWAC Program conducts and sponsors several meetings and conferences each year in support of the Alliant 2 Small Business GWAC Program. Some are contractually required and others are optional to the contractor.

G.13.2.1 Mandatory Contractor Meetings and Conferences

The GSA GWAC Program may conduct a maximum of four (4) mandatory Program Management Review (PMR) meetings per year held at a Government or commercial facility at a location that might require overnight travel to attend. A PMR may alternatively be conducted via a virtual webinar when resources for facilitates or travel are not available to the Government. Historically, the GSA GWAC Program has held about two onsite PMRs per year.

The Contractor participants at the PMR meetings shall include one or more of the Contractor's Key Personnel. The Government participants may include the GWAC Program Manager, Procurement Contracting Officer, Administrative Contracting Officer, Contractor Officer Representative, among other Government representatives. Additionally, by invitation of the GWAC Program Manager, the meetings may include guest speakers, panelists, and other invited participants from both Government and Industry to supplement the discussion topics at the PMR events.

Third party commercial business consultants to any Contractor awarded this Master Contract may not represent the Contractor's Key Personnel at any PMR meetings. Therefore, the Contractor is not permitted to substitute Key Personnel with another company's representatives who are not an Alliant 2 Small Business GWAC contract holder. Any exceptions to this PMR attendance restriction must be submitted in writing to the GSA no later than five business days prior to the PMR event and will be considered by the GSA GWAC PCO/ACO/COR.

The PMR meetings when combined with the Outreach Events will generally be a 2-day event. The Alliant 2 Small Business GWAC PMR meetings provide a platform for Contractors, GWAC Center staff, GSA Assisted Acquisition Services staff, and other GSA & non-GSA agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and government-wide initiatives, speak to Contract Administration matters, and address Master Contract fundamentals. To ensure accurate attendance at the mandatory PMRs, registration and/or logging of Contractor attendees is required.

G.13.2.2 Optional Contractor Meetings and Conferences

The GSA GWAC Program does sponsor other meetings that are optional for the Contractor to attend. Additionally, other federal agencies and industry organizations provide opportunities for relevant training, outreach and networking to the Contractor. These optional types of meetings are not a requirement of the

Master Contract; however, may provide a benefit to the Contractor should they choose to participate. An example of some of the events that may be available to the Contractor are the following:

- Alliant 2 Small Business GWAC SIG Events & Alliant 2 Small Business GWAC Lunch and Learn Events
 - Shared Interest Group (SIG) Conference Calls and Lunch & Learn Sessions designed for the exchange of information among contract holders and the GSA GWAC Program. Participation in these conference calls will ensure that Contractors are kept abreast of ongoing GWAC Program and Contractor community activities, and participants are encouraged to assist in the development of strategies around market outreach, education, communication, and other topics relevant to the GSA GWAC Program.
- Customer Agency Outreach Events
 - Customer Outreach is a platform for Contractors and Government to collaborate on IT and acquisition issues and may involve GSA GWAC customers.
- Office of Small Business Utilization (OSBU) Matchmaking Events
 - GSA OSBU Small Business Matchmaking Events offer potential small businesses to network with GSA GWAC Contractors for the purposes of facilitating teaming and mentoring.

G.14 ELECTRONIC GOVERNMENT ORDERING SYSTEM

Pursuant to Federal Acquisition Regulation (FAR) 16.505(b) the Government will afford fair opportunity for Task Order award to all Contractors in the Alliant 2 Small Business GWAC award pool. The preferred system for posting GSA GWAC opportunities is the GSA eBuy system. To establish full inclusion in the fair opportunity process, each Contractor is responsible for registering and maintaining an account in:

1. **eBuy** (www.ebuy.gsa.gov) - (OPEN TO CLIENT AGENCIES) an electronic Request for Proposal/Request for Quote (RFP/RFQ) system designed to allow Government buyers to request information, find sources, and prepare RFPs, online for IT services offered through the GSA Technology Contracts.

GSA Assisted Acquisition Service OCOs using the GSA IT Solutions Shop can utilize the **eBuy Connect** feature which will enable the posting of Alliant requirements into the GSA eBuy system. The actual receipt of proposals may occur outside of the eBuy system, and as directed in the Task Order Request.

2. **Other Channels Providing Fair Opportunity** - Ordering agencies may use other methods to provide for fair opportunity including, agency ordering systems, direct contact through published email addresses, etc. The ordering agency must ensure all GSA GWAC Contractors are registered and listed whenever using other channels of communication.

Contractors shall ensure their points of contact are current and accurate in the above government systems.

G.14.1 Electronic Communications

The Contractor shall establish a shared GSA GWAC electronic mailbox for receipt of communications from the GSA GWAC Program that is distinct and separate from an individual's email address. The electronic mailbox name must include "A2SB@", e.g. A2SB@xyzcorp.com. The only characters prior to the "@" shall be "A2SB". The shared Contractor email address is due to the GWAC Program within thirty (30) calendar days after the notice to proceed.

The shared Contractor's GSA GWAC email address will reduce the need to update government systems due to Contractor's personnel replacement changes throughout the term of the Master Contract.

G.15 CLIENT AGENCY TASK ORDER ORDERING PROCEDURES

Only the delegated OCO may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract as specified in Section C, Statement of Work. The focus of this contract is to provide to government agencies a mechanism for streamlined ordering of IT solutions and services at fair and reasonable prices.

Unless specifically authorized by the OCO, the Contractor shall not commence work until a fully executed Task Order has been awarded. Contractors should avoid unauthorized commitments as ratification is highly discouraged and never assured.

Ordering regulations are those delineated in Federal Acquisition Regulation (FAR) 16.505.

G.16 FAIR OPPORTUNITY

OCOs must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of Exception (d) "...to satisfy a minimum guarantee" requires approval by the Master Contract PCO.

G.17 ORDER INFORMATION

Orders shall include, but not be limited, to the following:

- (a) Date of Order;
- (b) Contract Number and Order Number;
- (c) Order Type;
- (d) Contract Line Item Numbers; Travel (if any), Materials (if any); Contract Access Fee (CAF); Fixed Price, Ceiling Price, or Estimated Costs and Fee;
- (e) Statement of Work, Statement of Objectives, or Performance Work Statement;
- (f) Delivery and/or performance schedule, including Options (if any);
- (g) Place of delivery and/or performance (including consignee);
- (h) Any packaging, packing, and shipping instructions;
- (i) Accounting and appropriation data; and
- (j) Method of payment and payment office.

G.18 INVOICE SUBMISSION

APPLIES TO TASK ORDERS ONLY - The Contractor shall accept payment of agency invoices via EFT. The Ordering Agency is responsible for payment of all invoices to the Contractor. Invoice submission information will be contained in each individual awarded Task Order. The payment office designated in the individually awarded Task Order document will make payment of those invoices to the Contractor.

The invoice for the last performance month must be identified and submitted when tasks have been completed and no further charges are to be incurred, excluding rate adjustments. The invoice for the last performance month must be submitted to the ordering agency within 6 months of Task Order completion.

If indirect rate adjustments, e.g., resulting from incurred costs audits, are completed and/or received after the Master Contract closeout date, no additional CAF adjustments shall be reported or applied to the Task Order(s).

The GWAC Program is not responsible for payment of Order Invoices.

G.19 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

Past performance information is relevant for future Task Order source selection purposes. It includes, but is not limited to, the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

Pursuant to FAR Part 42.1502, the Government will conduct past performance assessments on Contractors. Interim performance evaluations should be conducted as prescribed by the Task Order issuing Agency's procedures on any Task Order with a period of performance exceeding one year. In the event that an OCO does not perform an assessment for a qualified Task Order that requires an assessment every 12 months, the Contractor should request the OCO for an assessment, or notify the GWAC Program for further assistance. As a Best Practice, the performing Prime Contractor may voluntarily provide to the OCO an objective quality write-up to include, at a minimum, scope of work performed, and timeliness and quality of deliverable and services.

Contractors may access evaluations through a secure website for review and comment at the following address: <https://www.cpars.gov/>. Past performance evaluations pertaining to the Master Contract and Orders under the Master Contract will reside in the Past Performance Information Retrieval System (PPIRS). The PPIRS functions as the central warehouse for performance assessment reports received from various Federal performance information collection systems.

To insure highest quality performance standards of the Alliant 2 Small Business GWAC Contractors, Contractors shall notify the GWAC Program whenever Marginal/Unsatisfactory ratings are assigned to any of the performance criteria established at the Order level. This notification requirement also covers any terminations for default or cause, or adverse comments received in FAPIIS.

Although not mandatory, Contractors are encouraged to expeditiously review and offer comments to the CPARS sooner than the 30 days required for review for favorable ratings.

G.20 REPORTING

At pre-determined milestones and at special events in the course of fulfilling an awarded Task Order, the Contractor must submit to the GSA detailed reports covering many aspects of their activities.

G.20.1 GWAC Data Calls

Contractors shall track, and compile the following data and provide to the GWAC Program.

- 1) GWAC Task Order Award Notification - The Contractor shall report new Alliant 2 Small Business GWAC task orders awarded under the GWAC to A2SB@gsa.gov within 3 business days of task order award. The email notification must include the following information:
 - Contractor Name
 - Alliant 2 Small Business GWAC Contract Number
 - Project Title
 - Task Order Number
 - Date of Award

- Estimated Total Task Order Value
 - End User Customer Agency
 - Ordering Contracting Officer Name and Email
- 2) Protests issued under an Order - This data will be used to determine recurring issues leading to Protest that can be addressed during OCO training programs. This will result in providing guidance to federal agency customers on procurement best practices. The Contractor shall email A2SB@gsa.gov, the following information:
- Protest Lodged Date
 - Solicitation/RFP Number
 - GAO Protest Docket Number (if available)
 - Agency Contracting Officer
 - Agency Contracting Officer Email
- 3) Other Data as Requested by the GSA Program

G.20.2 GWAC Transactional Data

The Contractor shall register in the Government Designated Reporting System in order to report transactional data. A prerequisite to registering in the Government Designated Reporting System is the Contractor must already be registered in the System for Award Management (SAM) www.sam.gov.

The Contractor shall provide the transactional data, outlined in Section J-6, electronically via the Government Designated Reporting System. The Contractor must adhere to the instruction and definitions for each reported data element as stated within the Government Designated Reporting System web page. The Government intends to collect the transactional data hourly labor rates and post to the Prices Paid portal to be made available to Ordering Contracting Officers and agency program staff via a separate secured Government portal.

The reporting of data is required for the following items, within the date specified in Section F.7:

- Invoices
- Zero Invoice (if applicable)

The Contractor shall convert all currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service.

Data Quality is of great importance to the GWAC Program, therefore the Quality Assurance Evaluators may request from the Contractors corrections to the Government Designated Reporting System data, if applicable. Contractors shall correct the Government Designated Reporting System data within the date specified in Section F.7.

G.20.2.1 Change of GSA Business System(s) during Term of the Master Contract

The Government may decide to change their business system(s), whether it is a significant upgrade or a complete replacement of GSA's current business system after the date of Master Contract award. Should the Government effect a change, develop or purchase a new system(s) it will be incorporated into GSA as the required system(s) for reporting transactional data and shall be adopted by the Contractor. The Contractor will be notified with a no-cost unilateral Modification to the Master Contract in the event of any upgrade/replacement of the business system.

G.21 CONTRACT ACCESS FEE (CAF)

a. The GWAC Contract Access Fee is charged against all Task Orders and applied to the total award value for Contractor performance. Total award value is inclusive of labor, fees (including award fees and incentive pools), and ODCs (including travel).

The formula is: Total CAF = Total Invoice Amount * CAF Percentage.

b. Contractors shall invoice the government for full CAF amount based on reported invoices.

c. CAF payments will be due to GSA/ GWAC on or before date specified in Section F.7 for all reported invoices from the government in the previous month.

d. CAF payments are to be remitted via the Government Designated Reporting System using Pay.gov secure electronic system. Payments can be made directly from Contractor's business bank account. Contractors shall contact their financial institution/bank to establish an account authorizing Automated Clearing House (ACH) Direct Debit payments to Pay.gov via Government Designated Reporting System. If for reasons outside of human control, e.g., Act of God, where you are not able to remit the CAF via the Government Designated Reporting System using Pay.Gov, you must request written permission from GSA to pay CAF outside the Government Designated Reporting System. This written **permission must be remitted to and approved by the GWAC Program Office.**

e. CAF payment shall not be combined with another GWAC, Schedule, or any other GSA Contract.

G.22 LIMITATIONS ON SUBCONTRACTING

In accordance with the 13 CFR 125.6 and FAR Clause 52.219-14, Limitation on Subcontracting, a small business concern contracting for services will perform at least 50 percent of cost of the contract incurred for personnel with its own employees. The contractor is responsible for managing the balance of workload being performed under this contract.

The contractor is responsible for performing greater than 50% of the cost of the contract incurred for personnel with its own employees at the contract level and not necessarily on individual Task Orders. Notwithstanding this, the contractor is required to perform a meaningful amount of work on each Task Order to prevent pass-through situations which are prohibited under this contract.

Ordering Contracting Officer (OCO) consent to subcontract may be implemented at the Task Order level in accordance with FAR 44.2 Consent to Subcontracts, and FAR 52.244-2, Subcontracts. OCOs may require subcontractor responsibility determinations of prospective subcontractors per FAR 9.103(b) and 9.104-1. GWAC CO consent to subcontract is not required.

G.22.1 Subcontract Reporting

While Contractors should maintain up-to-date running records concerning prime and subcontract performance costs, they shall periodically report that information by entering that data electronically via the GDRS.

Subcontracting data shall be current within the GDRS no later than 30 calendar days after the end of each contract year.

A negative report is required when there is no activity or no subcontracting in the preceding reporting period. To satisfy the negative report requirement, send an email to A2SB@gsa.gov with a statement of "NO SUBCONTRACTING ACTIVITY TO REPORT FOR THIS REPORTING PERIOD". The negative report submitted should contain the contractor's contract number and report period in the email subject line.

Contract options for contractors not in full compliance with FAR 52.219-14 as of the end of the fourth contract year might not be exercised.

Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient cause to terminate the Contractor for default.

G.23 SUBCONTRACTORS

The Government has not pre-approved any subcontractors in making awards for the Master Contract. If a Contractor proposes a subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-2 and FAR 44.2.

The Ordering Contracting Officer is responsible for reviewing the Contractor's notification and supporting data to ensure that the proposed subcontract is appropriate for the risk involved, and consistent with current policy and sound business judgment prior to consent to subcontract.

If the Contractor enters into any subcontract that requires consent under the clause at FAR 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

G.24 MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS

The Anti-Assignment of Contracts Act, 41 USC § 15, (Anti-Assignment Act) prohibits the transfer of any interest in a federal contract to another party unless an exception applies. Therefore, the Master Contract, standing alone, is not a commodity that can be bought, sold or assigned to a brokerage firm or any third party agent so to arrange transactions between a buyer and a seller of standalone Government contracts. There are conditions, however, where the Government may still recognize a successor-in-interest who, due to certain transfers, is in a position to continue performance in place of the original party to the Government contract. For example, through a (1) Novation Agreement where the sale of all Contractor's assets, or the entire portion of the assets involved in performing the Master Contract, including any open Task Orders, has occurred. An Assignment that would otherwise be considered ineffective, may be given effect via a novation agreement that substitutes successor-in-interest as the contractor, while requiring that the original party remain obligated for performance. Another example of an exception to the Anti-Assignment Act is through (2) Operation of Law, such as when the Contractor's interest in the contract is transferred as a result of a stock purchase or bankruptcy order. These exceptions are further discussed below:

- **Novation**: The Contractor (Transferor) must always obtain the Government's consent and approval for a Novation, including the Government's approval of the Acquiring Contractor (Transferee). Although the Transferor and the Transferee may have negotiated their corporate terms and conditions for the terms of assignment or assumption of responsibilities relating to the Government Contract, and agreed to execute a Novation Agreement substantially in conformance with the regulatory requirement, the Novation is not automatically approved by the Government. There are no entitlements or guarantees that the Government must or will consent to any request for Novation.

FAR 42.12 describes the procedures necessary to request that the Government recognize a successor in interest to a contract. There are also additional due diligence procedures that GSA may impose, including an evaluation of the Transferee's technical capabilities, accounting systems, relevant past contract performance, financial capacity, and other Responsibility factors. From the time the Government receives a completed Novation package request from the Transferor, the process might take three to six months or more for the Government to process the package and provide a decision. The Contractor must continue to fully perform under the terms

and conditions of the Master Contract throughout the entire period of time the Novation package awaits a final decision from the Alliant ACO or PCO. If the GSA determines that the Novation requests is not in the Government's best interest, the Contractor shall remain obligated to perform under the Master Contract. All open Task Orders from the transferor shall also be Novated to the Master Contract's transferee and to no other party.

Operation of Law: With this exception, the Master Contract continues with the same entity after closing. As an example, the exception applies for changes in ownership as a result of a stock purchase, with no legal change in the party to the Government contract, and when that contracting party remains in control of the assets and is the party performing the contract. Although Government consent is not required, other FAR regulations and GSA supplemental policies require notice of ownership changes to the Government (See the below paragraph within this section). Furthermore, if the party to the Government contract desires to have a new stock owner substituted as a party to the contract, the requirements of a novation would then apply. There are also other circumstances, such as when assignment occurs as part of a bankruptcy restructuring, where outright Assignment of the government contract is effected by order of a court of competent jurisdiction, and authorized by federal law. In such cases, the Assignment does not violate the Anti-Assignment Act and the Novation submission requirements are adjusted to reflect the nature of the transfer. Novation in such cases still acts to formally recognize the successor-in-interest via modification to the contract, and depending on the operation of law, may be effected without the consent or agreement of the original contractor.

G.24.1 Contractual Responsibilities: New GSA GWAC Contractor assigned through an Anti-Assignment Exception

A new Contractor shall have the same contractual responsibilities as the transferor had, including but not limited to:

- 1) Complete documentation of previous Task Orders for purposes of audit;
- 2) Assumption of all unresolved expired Task Orders that were not closed out;
- 3) Any CAF not paid in full from the acquired Contractor;
- 4) Acceptance of the previously negotiated acquired contract pricing;
- 5) Meet all minimum sales goals for the Base Period of the Master Contract.

G.24.2 Contractual Restrictions to any Assignment

Only One Master Contract Permitted: The Contractor, either directly or through its parent, affiliates, subsidiaries, business units, joint venture, etc. is permitted to hold one Master Contract in total. The Master Contract is not a tangible item and may not be sold. If one or more Master Contracts are acquired by a single Alliant 2 Small Business GWAC Prime Awardee either via a merger, acquisition, or otherwise, the Contractor may seek to be recognized in only one of the existing Alliant 2 Small Business GWACs; and the additional Master Contract shall be terminated for convenience at no cost to the government. Task Orders from the terminated excess GWAC may be novated or consolidated to the surviving Alliant 2 Small Business GWAC, if so required and authorized by the GSA GWAC PCO or ACO.

Other Contractual Restrictions: Request for Novations or Assignment of Claims will not be considered, processed or approved by the GSA GWAC PCO or ACO under the following conditions:

1. Any completed Novation packages submitted to and received by the GSA GWAC PCO/ACO within 120 days prior to the end of the Master Contract's basic term during contract year five.
2. Any completed Novation packages submitted to and received by the GSA GWAC PCO/ACO after the end of contract year six, (72 months after the Master Contract award date, which is one full contract year after an Option exercise).
3. Brokering among Alliant 2 Master Contract's Contractors: Any request for Novation of a GSA Alliant2 Small Business GWAC from a Contractor who became a party to that Contract via a novation. For example, if a GSA GWAC Contract is novated to recognize Contractor "B" as

successor-in-interest to Contractor "A," Contractor "B" is prohibited from requesting or agreeing to a subsequent Novation of that Contract to Contractor "C".

G.24.3 Notice Required for Ownership Changes and Change of Name Agreements

If a Contractor merges, is acquired, or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a CO other than the GSA GWAC PCO, the Contractor must notify the GSA GWAC PCO and provide a copy of the novation or any other agreement that changes the status of the Contractor, including the new DUNS/CAGE code numbers, within 30 days. The Contractor may not submit task order proposals under the company new name until and unless a Contract Modification has made the change effective.

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

G.25 TASK ORDER CLOSEOUT

The OCO is responsible for closing out individual Task Orders under the Master Contract. The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation or termination of each Task Order. In the event the Contractor cannot locate the current OCO to close out the Task Order, the Contractor may request assistance from the GSA GWAC Administrative Contracting Officer (ACO) to locate an ordering agency representative to close out the Orders. Task Order closeout will be accomplished within the guidelines set forth in: FAR Part 4 Administrative Matters and FAR Part 42 Contract Administration and Audit Services.

OCOs are encouraged to utilize FAR 42.708, Quick-Closeout Procedures to the maximum extent practicable.

The OCO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the Order is physically complete and the amount of unsettled indirect cost to be allocated to the Order is relatively insignificant (See FAR 42.708(a)(2)).

The Contractor shall make a good faith effort to expedite DCMA audits. Any individual Task Order with obligated funding may be unilaterally deobligated and closed after six years and three months by the OCO. Any valid final invoice with indirect rate adjustments after six years and three months from the end of the period of performance shall be submitted to the OCO as a claim.

G.25.1 TASK ORDER CLOSEOUT VERIFICATION/VALIDATION

The Contractor shall verify that all data elements have been reported and validated within the designated reporting system within six months after the task order Period of Performance end date. Any data identified during verification that is incorrect, must be corrected within 30 calendar days after identification has been made as specified in Section F.7.

G.26 MASTER CONTRACT CLOSEOUT

The GSA GWAC Program intends to close out the Master Contract within 18 months of the Contractor's final Task Order expiration date, pending no further claims brought to the GSA GWAC Program; and

without waiting for the OCO to issue closeout modifications to their Task Orders. Task Order awards and obligations reported in the GSA Government Designated Reporting System will be compared to records found in the Federal Procurement Database System, and other available government systems. The GSA GWAC Program will review periodically the overpayment/ underpayment of the Contract Access Fee from expired Task Orders and reconcile any discrepancies with the Contractors in advance of the Master Contract closeout. As requested by the Program Office, Contractors shall insure corrections to Order, Invoice and CAF Data is accomplished with the date specified in Section F.7.

Upon mutual agreement by both the Government and the Contractor, entitlement to any residual dollar amount of \$1,000 or less at the time of final contract closeout may be waived. "Residual dollar amount" means money owed to either party at the end of the contract and as a result of the contract, excluding liabilities relating to taxation or a violation of law or regulation. In determining a residual dollar amount, the Government and the Contractor may agree to consider offsets to the extent consistent with law and regulation.

Any and all Contractor claims at the Master Contract level against the GSA GWAC Program shall be submitted, in writing, to the Procuring Contracting Officer (PCO) for a decision within 1 year after accrual of the claim(s) or 6 months after the Contractor's final Task Order is physically completed, whichever occurs first. Furthermore, the Contractor shall pursue any claims it may have at the Order level through the ordering activity and not with the GSA GWAC Program. If no claim is submitted in this specified time frame, the Contractor shall issue a formal (signed by an agent that is authorized to represent the Contractor) Master Contract Release of Claim and confirmation that the Contract Access Fee has been paid for all identified Task Orders, no later than 30 days after the deadline to submit a claim has elapsed.

(END OF SECTION G)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 PROVISIONS INCORPORATED BY REFERENCE AT TASK ORDER LEVEL

Task Orders may incorporate one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at this address: <https://www.acquisition.gov/far/>

The following provisions apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order:

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.209-12	CERTIFICATION REGARDING TAX MATTERS	FEB 2016	X	X	X
52.211-6	BRAND NAME OR EQUAL	AUG 1999	X	X	X
52.211-14*	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	APR 2008	X	X	X
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 2010	X	X	X
52.215-20*	ALTERNATE I	OCT 2010	X	X	X
52.215-20	ALTERNATE II	OCT 1997	X	X	X
52.215-20*	ALTERNATE III	OCT 1997	X	X	X
52.215-20*	ALTERNATE IV	OCT 2010	X	X	X
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACTING EFFORT	OCT 2009	X	X	X
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS — NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (Note: If DoD, use DFARS 252.216-7002 Alternate A (FEB 2007) in combination with FAR 52.216-29 (FEB 2007))	FEB 2007			X
52.216-30	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007			X

52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS — COMMERCIAL ITEM ACQUISITION	FEB 2007			X
52.217-5	EVALUATION OF OPTIONS	JUL 1990	X	X	X
52.225-2*	BUY AMERICAN CERTIFICATE	MAY 2014	X	X	X
52.225-4*	BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT CERTIFICATE	MAY 2014	X	X	X
52.225-6*	TRADE AGREEMENTS CERTIFICATE	MAY 2014	X	X	
52.227-15*	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	DEC 2007	X	X	X
52.234-2	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – PRE-AWARD IBR	JUL 2006	X	X	X
52.234-3	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – POST-AWARD IBR	JUL 2006	X	X	X
52.234-4*	EARNED VALUE MANAGEMENT SYSTEM	MAY 2014	X	X	X
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015	X	X	X

(Note: Provision numbers followed by an asterisk (*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)

H.2 RESERVED

H.3 MARKETING

GSA requires the review and approval of any Press/News Releases for Orders and Master Contracts, Marketing/ Promotional Materials and Brochures by a Contractor that is Alliant 2 Small Business GWAC related, including information on the Contractor's Alliant 2 Small Business GWAC webpage. The Contractor shall develop company specific Alliant 2 Small Business GWAC brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of the Alliant 2 Small Business GWAC.

All marketing, promotional materials, and news releases in connection with Alliant 2 Small Business GWAC or task order awards under Alliant 2 Small Business GWAC, including information on the Contractor's Alliant 2 Small Business GWAC webpage, may be co-branded with marks owned or licensed by the Contractor and GSA, as long as the Contractor complies with GSAM 552.203-71, Restriction on Advertising, and in the case of GSA's logo must comply with GSA Star Mark logo policy, <http://www.gsa.gov/logos>. Contractors shall ensure these guidelines are adhered to by its subcontractors.

H.4 ORGANIZATIONAL CONFLICT OF INTEREST

The guidelines and procedures of FAR 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at the Order level.

In the event that an Order requires activity that would create an actual or potential conflict of interest, the Contractor shall identify the potential or actual conflict to the OCO for review per FAR 9.5.

H.5 PERMITS

Except as otherwise provided in an individual Order, the Contractor shall, without direct cost to the Government, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits; for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations; and any applicable foreign work permits, authorizations, etc., and/or visas in connection with the performance of any applicable Order issued under the Master Contract.

H.6 SECURITY: REQUIRED IT SECURITY POLICIES AND REGULATIONS

Contractors entering into an agreement for service to government activities shall be subject to all ordering activity IT security standards, policies, reporting requirements, and government wide laws or regulations applicable to the protection of government wide information security.

The Contractor acknowledges and affirms by their signed acceptance of this Master Contract they will abide by all required IT security indicated throughout this Master Contract and federal statutes, regulations, executive orders, and agency policies relating to Government IT security. Refer to Section J-2 Government Security Publications and Contractor Minimum Security Requirements for Select Systems.

H.7 SECURITY: SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including contractors, subcontractors, lessors, suppliers and manufacturers. The following GSA policies are required to be followed by GSA Personnel. Agency-specific guidelines will be identified in individual Task Orders by the issuing agency OCO. These policies can be found at <http://www.gsa.gov/directives>.

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security
19. GSAR Clause 552.204-9, Personal Identity Verification Requirements
20. GSAR Clause 552.239-70, Information Technology Security Plan and Security Authorization
21. GSAR Clause 552.239-71, Security Requirements for Unclassified Information Technology Resources.

The Contractor and its Subcontractors, if any, shall expressly insert the substance of this Master Contract into all Alliant 2 Small Business GWAC Task Order Subcontractor agreements/contracts who are providing any IT goods or services, including all levels of Subcontractor tiers.

H.8 SECURITY: SECURITY CLEARANCES

The Master contract's pre-established labor categories and associated Maximum Rates cover work at the classified Secret level.

Individual Task Orders may require security clearances. Only those Offerors that meet the required security clearance levels on individual Orders shall be able to compete for task orders requiring security clearance(s). When classified work is required on an individual Task Order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by the requiring agency.

The Contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with Government security regulations, as specified on individual Orders. The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Clearances may require Special Background Investigations (SBI), Sensitive Compartmented Information (SCI) access or Special Access Programs (SAP), or agency-specific access, such as a Q clearance or clearance for restricted data.

H.9 SECURITY: HOMELAND SECURITY PRESIDENTIAL DIRECTIVES-12 (HSPD-12)

The Contractor shall comply with agency personal identity verification procedures identified in individual Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; Federal Information Processing Standards Publication (FIPS PUB) number 201; and GSA HSPD-12, Personal Identity Verification- I, Standard Operating Procedure (SOP). The basic contract's pre-established labor categories and associated ceiling prices cover work at the Secret level, which may obviate the need for additional HSPD-12 coverage and/or expense – a matter OCOs can determine for each task order opportunity.

Contractors should look to task order solicitations for guidance on whether or not the customer agency will pay for the HSPD-12 investigation or if the contractor is expected to pay the cost of the investigation. OCOs may require contractor personnel to be HSPD-12 compliant as a condition of order award.

The Contractor shall insert the above paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal information system.

H.10 CONTRACTOR TRAINING

The Contractor is generally expected to maintain the professional qualifications and certifications of its personnel through on-going training. Unless specifically authorized in an individual Order, the Contractor shall not directly bill the Government for any training.

Mandatory Training

1. All Contractor employees having access to (1) Federal information or a Federal information system or (2) sensitive data/information shall complete the GSA Computer Security Awareness Training course before performing any GSA work under this contract. Thereafter, Contractor employees having access to the information identified above shall complete an annual GSA-specified refresher course during the life of this contract. The Contractor shall also ensure subcontractor compliance with this training requirement; and

Contractor employees that are engaged in any programmatic reporting capacity with the GWAC Program, shall within 90 days of involvement meet the following:

2. All contractor employees having access to the GSA Government designated reporting system (GDRS) shall review and understand the various online GDRS video tutorials contained in the GDRS Training Module.

H.11 GOVERNMENT PROPERTY

Any equipment, property, or facilities furnished by the Government or any Contractor-acquired property must be specified on individual Orders and follow the policies and procedures of FAR Part 45, Government Property, for providing Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory.

H.12 LEASING OF REAL AND PERSONAL PROPERTY

The Government contemplates that leases may be part of a solution offered by a Contractor, but the Government, where the Offeror's solution includes leasing, will not be the Lessee. Under no circumstances on any Order issued under this Master Contract shall:

- (a) The Government be deemed to have privity-of-contract with the owner/lessor of the leased items; or
- (b) The Government be held liable for early termination/cancellation damages if the Government decides not to exercise an Option period under an Order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its Proposal and the OCO for the Order has specifically approved/allowed such damages as part of the Award. The Master Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

H.13 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under task orders issued against the contract must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194.

The offeror must reference the Section 508 technical standards below as a resource for meeting compliance of deliverables:

- 1194.21 Software applications and operating systems
- 1194.22 Web-based Intranet and Internet Information and Applications
- 1194.23 Telecommunications Products
- 1194.24 Video and multimedia products
- 1194.25 Self contained, closed products
- 1194.26 Desktop and portable computers
- 1194.31 Functional Performance Criteria
- 1194.41 Information, Documentation and Support

The Offeror must comply with all required Federal or agency standards, including providing a Voluntary Product Accessibility Template (VPAT) or Government Product Accessibility Template (GPAT), as specified in the scope of work for each task order. OCOs have the option to perform testing and validation

of EIT deliverables against any conformance claim and may include Section 508 compliance as an evaluation factor within a task order.

Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final provisions can be accessed at <http://www.access-board.gov/>.

H.14 INTERNET PROTOCOL VERSION 6 (IPv6)

The Master Contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 Standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development, and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Ordering Contracting Officer's (OCO's) approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available. Should the Contractor find that the Statement of Work (SOW) or specifications of this contract do not conform to IPv6 standards, it must notify the OCO of such nonconformance and act in accordance with the instructions of the OCO.

H.15 RESERVED

H.16 COST ACCOUNTING SYSTEM

Unless specified otherwise by the OCO, a contractor interested in participating in Cost-Reimbursement (CR) type Task Orders as defined in FAR 16.301-1 will be required to demonstrate that they have an accounting system that is adequate for determining costs applicable to the contract by the time the task order is awarded. This is an accounting system that the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), or any federal civilian audit agency has audited and determined adequate for determining costs applicable to this contract in accordance with FAR 16.301-3(a)(1).

The applicable task order can include use of the contractor's most recent DCAA-approved provisional indirect billing and actual rates for both direct and indirect costs, or if a contractor does not have DCAA-approved rates, their indirect rates in accordance with FAR Part 31. The fee will be negotiated for each Task Order consistent with statutory limitations. If the task order type is to be CPAF or CPIF, the fixed portion of fee and the award portion will be clearly differentiated. Such task orders will be subject to the additional clauses under FAR 16.307. The OCO must determine fair and reasonable pricing, analyze and negotiate fee for all cost-reimbursement task orders as required under FAR 15.4, Pricing, and FAR 16.3, Cost-Reimbursement Contracts. The government will reimburse the contractor for all reasonable, allowable, and allocable costs detailed in FAR 31, Contract Cost Principles and Procedures.

H.17 COMMERCIAL SOFTWARE AGREEMENTS

The Government understands that commercial software tools will be purchased in furtherance of this GWAC and subsequent orders, and may be subject to commercial agreements which may take a variety of forms, including without limitation, licensing agreements, terms of service, maintenance agreements, and the like, whether existing, in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Software Agreements"). The parties acknowledge that FAR 12.212(a) requires the Government to procure such tools and their associated documentation under such Software Agreements to the extent such Software Agreements are consistent with Federal law.

H.18 LOGISTICAL SUPPORT PRIVILEGES

As specified on individual Orders, Contractors may be required to provide logistical support in OCONUS areas. Individual Orders will specify whether Status of Forces Agreements (SOFAs) for foreign

jurisdictions will apply and will be processed for foreign tax exemption purposes. At the discretion of the Military Theatre Commander, the Government may provide, but is not limited to, use of the following:

- (a) Military or other U.S. Government Clubs, exchanges, or other non-appropriated fund organizations;
- (b) Military or other U.S. Government commissary stores;
- (c) Military or other U.S. Government postal facilities;
- (d) Utilities and services in accordance with priorities, rates or tariffs established by military or other U.S. Government agencies;
- (e) Military Payment Certificate (MPC), where applicable;
- (f) Military or other U.S. Government banking facilities; and
- (g) Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN), (formerly AUTOVON). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government and Military regulations.

H.19 MINIMUM CONTRACT SALES REQUIREMENTS

Contractors awarded an A2SB contract are expected to meet a minimum contract sales requirement during the Master Contract base period. The minimum contract sales requirement is \$1,000,000 in Order value for each awardee. If the contractor does not meet the minimum contract sales requirement during the Master Contract base period, the Government will not exercise the contractor's Master Contract option period. Again, the Government is prohibited from exercising the Master Contract option period for contractors that fail to promote the success of A2SB by meeting the minimum contract sales requirement.

H.20 HANDLING OF SIZE AND STATUS RE-REPRESENTATION

H.20.1 Presumption of Loss

There is a presumption of loss when, as a result of a re-representation required by FAR 52.219-28, the contractor becomes other than a small business (a large business).

H.20.2 Merger or Acquisition With Novation

Per FAR 52.219-28 a merger or acquisition with novation requires timely size re-representation.

When the re-representation identifies other than a small business, the novation will not be deemed to be in the Government's best interest. Given this advance information, such a merger or acquisition constitutes a no cost contract cancellation initiated by the contractor with the following conditions.

- The contractor's size status will be revised for the master contract in FPDS-NG, which will apply to all subsequent funding actions on orders.
- Existing task orders may continue at the OCO's discretion.
- Option periods on existing task orders may continue at the OCO's discretion.

H.20.3 Merger or Acquisition Without Novation

Per FAR 52.219-28 a merger or acquisition without novation requires timely size re-representation.

When the re-representation identifies other than a small business the merger or acquisition constitutes a no cost contract cancellation initiated by the contractor with the following conditions.

- The contractor's size will be revised for the master contract in FPDS-NG, which will apply to all subsequent funding actions on orders.
- Existing task orders may continue at the OCO's discretion.
- Option periods on existing task orders may continue at the OCO's discretion.

H.20.4 Re-Representation Prior to the Master Contract's Sixth Year

Per FAR 52.219-28(b)(3)(i) timely size re-representation is required prior to the master contract's sixth year. When the re-representation identifies other than a small business, then the master contract option period for the affected contractor contains the following changes:

1. The contractor is NOT eligible to respond to Task Order Requests subject to fair opportunity (FAR 16.505(b)(1))
2. The contractor remains eligible to accept orders from OCOs based on the following exception to a fair opportunity:
 - The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order. (FAR 16.505(b)(2)(i)(C))
3. A subsequent merger or acquisition, with or without novation, triggers paragraph H.20.2 or H.20.3, as applicable.
 - If the result of the size re-representation is that the contractor is deemed to be a small business concern, then H.20.4.1 will no longer apply, in which case it might take the Government 30 or more calendar days to implement the necessary adjustments.

H.21 OPEN SEASON

An Open Season, as defined for purposes of this Master Contract, is total small business set-aside competitive acquisition conducted under the rules of *FAR Part 15 Contracting by Negotiation*. The Open Season provides the Government the ability to add additional contractors onto the Master Contract should they consider and determine it to be in their best interest.

Over time, the total number of Alliant 2 Small Business GWAC Contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, or other reasons. Recognizing these variables, GSA intends to periodically review the total number of Alliant 2 Small Business GWAC Contractors participating in the Alliant 2 Small Business GWAC Ordering Process among other factors to determine whether it would be in the Government's best interest to initiate an Open Season to add new Contractors to the Alliant 2 Small Business GWAC Program. No set schedule will be established as to when an Open Season will be considered or implemented, and there is no guarantee that an Open Season will be executed during the term of the Alliant 2 Small Business GWAC.

H.21.1 Open Season Procedures

The Government reserves the right to determine whether it would be appropriate to announce a new open market competition for the purpose of adding additional GWAC contractors. Consistent with FAR 16.504(c)(1)(ii)(A), the GSA Alliant 2 Small Business GWAC Contracting Officer has determined that it is

in the Government's best interest that at all times during the term of the Master Contract, there is an adequate number of Alliant 2 Small Business GWAC Contractors eligible to continually meet the Government's IT services procurement requirements via effective competition for Task Orders. This will be the primary trigger for determining if an Open Season is in the Government's best interest; thus, ensuring that "The ability to maintain competition among the awardees throughout the contracts' period of performance."

Should the GSA Contracting Officer determine to re-open the solicitation in accordance with Section H.21, the following conditions will apply:

1. An open season notice is published in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action.
2. An open season solicitation is issued under current Federal procurement law.
3. The solicitation identifies the total anticipated number of new contracts that GSA intends to award onto the Master Contract.
4. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation.
5. The award decision under the open season solicitation is substantially based upon the same evaluation factors/sub-factors as the original solicitation. GSA reserves the right to update the evaluation scoring model with consideration to market conditions.
6. The terms and conditions of any resulting awards are materially identical to the existing version of the Alliant 2 Small Business GWAC.
7. The period of performance term for any new awards is coterminous with the existing term for all other Contractors
8. The Open Season competition is considered a separate and distinct open procurement; so, any Protests raised during Open Season source selection will not interfere with any new and/or existing Task Order requirements from being reviewed, competed, and/or issued with the original or current Contractor awardee pool
9. New Master Contract awardees resulting from the Open Season competition will be eligible to compete and submit proposals in response to any Task Order RFPs and accept awards with the same rights and obligations as any other Contractor once the Open Season Notice to Proceed is issued by the GSA GWAC PCO at a later date after contract award.

(END OF SECTION H)

SECTION I CONTRACT CLAUSES

I.1 GENERAL

In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), due to the various combinations for contract provisions/clauses that may be Optional under an individual task order based on the contract type, statement of work, dollar value, and other specific customer agency requirements, Alliant 2 Small Business GWAC cannot predetermine all the contract provisions/clauses for future individual task orders. However, all Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all Alliant 2 Small Business GWAC task orders, based on their specific contract type, statement of work, and dollar value.

All Applicable and Required provisions/clauses that automatically flow down to task orders shall remain unchanged. If a future Applicable or Required provision(s)/clause(s) are to the benefit of future task orders solicited under the Master Contract, the future Applicable or Required provision/clause may be updated and effective date under a bi-lateral modification to the Master Contract.

The OCO must identify any Optional, and/or Agency-Specific provisions/clauses for each individual task order solicitation and subsequent award. The OCO must provide the provision/clause Number, Title, Date, and fill-in information (if any), as of the date the task order solicitation is issued.

The clauses in Section I.2 apply to Task Orders, as applicable, depending upon any of the following:

- 1) the clause prescription for use per FAR 52.101(c),
- 2) FAR matrix per FAR 52.201(e),
- 3) the contract type of the Order, and
- 4) as specifically cited in the Order

Ordering Contracting Officers may include additional clauses in Task Orders, such as:

- (1) optional FAR clauses,
- (2) agency alternate and supplemental clauses,
- (3) alternate FAR clauses, and
- (4) order-specific clauses

Additional clauses are not limited to those associated only with Section I of the Uniform Contract Format in FAR 52.3.

Clauses relating to the Wage Rate Requirements (Construction) (Section B.15) and the Service Contract Labor Standards (Section B.16) shall be included in an individual Task Order as deemed applicable by the OCO.

I.1.1 DOD Agency Specific Required Provisions and Clauses

For Department of Defense (DoD) Task Orders issued under this Master Contract, provisions and clauses from the DoD FAR Supplement (DFARS) have been incorporated into the Master Contract Section J, *Attachment J-1 DoD Required Provisions and Clauses*. If applicable, these shall flow down to the Task Order level. The required provisions and clauses are updated through the version date indicated on the J-1 attachment. Alternate and supplemental provisions and clauses from Command-specific and/or DoD Component levels are not included and may be incorporated by the OCO into the specific Task Order solicitation and subsequent order. The required DoD provisions and clauses are updated through the Master Contract version date indicated on the J-1 attachment.

I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these address: <https://www.acquisition.gov/far/>

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.202-1	DEFINITIONS	NOV 2013	X	X	X
52.203-3	GRATUITIES	APR 1984	X	X	X
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014	X	X	X
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	X	X	
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014	X	X	X
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	X	X	X
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	X	X	X
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	X	X	X
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	X	X	X
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015	X	X	X
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010	X	X	X
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011	X	X	X
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEE OF WHISTLEBLOWER RIGHTS	APR 2014	X	X	X
52.204-2	SECURITY REQUIREMENTS	AUG 1996	X	X	X
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER	MAY 2011	X	X	X
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011	X	X	X
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2015	X	X	X
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013	X	X	X
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014	X	X	X
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015	X	X	X
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	X	X	X
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015	X	X	X

52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013	X	X	X
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015	X	X	X
52.211-5	MATERIAL REQUIREMENTS	AUG 2000	X	X	
52.211-11*	LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP 2000	X		
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008	X	X	X
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991	X	X	X
52.215-2	AUDIT AND RECORDS —NEGOTIATION	OCT 2010	X	X	X
52.215-2	ALTERNATE I	MAR 2009	X	X	X
52.215-2	ALTERNATE II	APR 1998		X	
52.215-2	ALTERNATE III	JUN 1999	X	X	X
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997	X	X	X
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT 1997	X	X	X
52.215-9	ALTERNATE I	OCT 2010	X		
52.215-9	ALTERNATE II	OCT 2010		X	
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011	X	X	X
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011	X	X	X
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	X	X	X
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010	X	X	X
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010	X	X	X
52.215-14	ALTERNATE I	OCT 1997	X	X	X
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	X	X	X
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	X	X	X
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	X	X	X
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	X	X	X
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA- MODIFICATIONS	OCT 2010	X	X	X
52.215.21	ALTERNATE I	OCT 2010	X	X	X
52.215-21	ALTERNATE II	OCT 1997	X	X	X
52.215-21	ALTERNATE III	OCT 1997	X	X	X
52.215-21	ALTERNATE IV	OCT 2010	X	X	X
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009		X	
52.216-4	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL	JAN 1997	X		X
52.216-5*	PRICE REDETERMINATION – PROSPECTIVE	OCT 1997	X		X
52.216-6*	PRICE REDETERMINATION—RETROACTIVE	OCT 1997	X		X

52.216-7*	ALLOWABLE COST AND PAYMENT	JUN 2013		X	X
52.216-8	FIXED FEE	JUN 2011		X	X
52.216-10	INCENTIVE FEE	JUN 2011		X	X
52.216-11*	COST CONTRACT-NO FEE	APR 1984		X	X
52.216-12	COST-SHARING CONTRACT—NO FEE	APR 1984		X	
52.216-16*	INCENTIVE PRICE REVISION – FIRM TARGET	OCT 1997	X		X
52.216-16	ALTERNATE I	APR 1984	X		X
52.216-17*	INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS	OCT 1997	X		X
52.216-17	ALTERNATE I	APR 1984	X		X
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997	X		
52.217-8*	OPTION TO EXTEND SERVICES	NOV 1999	X	X	X
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV 2011	X	X	X
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011	X	X	X
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014	X	X	X
52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV 2011	X	X	X
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011	X	X	X
52.219-27	NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE	NOV 2011	X	X	X
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION	JUL 2013	X	X	X
52.219-29	NOTICE OF TOTAL SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) CONCERNS	DEC 2015	X	X	X
52.219-30	NOTICE OF TOTAL SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	DEC 2015	X	X	X
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	X	X	X
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990		X	
52.222-3	CONVICT LABOR	JUN 2003	X	X	X
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION	MAY 2014	X	X	X
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2016	X	X	X
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	X	X	X
52.222-26	EQUAL OPPORTUNITY	APR 2015	X	X	X
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015	X	X	X
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015	X	X	X
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014	X	X	X
52.222-36	ALTERNATE I	JUL 2014	X	X	X
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016	X	X	X
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	X	X	X

52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015	X	X	X
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	X	X	X
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013	X	X	X
52.223-3*	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	X	X	X
52.223-3	ALTERNATE I	JUL 1995	X	X	X
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. ALTERNATE I	MAY 2011	X	X	X
52.223-5	ALTERNATE I	MAY 2011	X	X	X
52.223-5	ALTERNATE II	MAY 2011	X	X	X
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	X	X	X
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011	X	X	
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995	X	X	X
52.223-13	ACQUISITION OF EPEAT ^(R) REGISTERED IMAGING EQUIPMENT	JUN 2014	X	X	X
52.223-14	ACQUISITION OF EPEAT ^(R) REGISTERED TELEVISIONS	JUN 2014	X	X	X
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007	X	X	X
52.223-16	ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT 2015	X	X	X
52.223-16	ALTERNATE I	JUN 2014			
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008	X	X	X
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	X	X	X
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011	X	X	X
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	X	X	X
52.224-2	PRIVACY ACT	APR 1984	X	X	X
52.225-1	BUY AMERICAN –SUPPLIES	MAY 2014	X	X	X
52.225-3	BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	MAY 2014	X	X	X
52.225-8	DUTY-FREE ENTRY	OCT 2010	X	X	X
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	X	X	
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	X	X	X
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008	X	X	X
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	X	X	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	X	X	
52.227-3	PATENT INDEMNITY	APR 1984	X	X	
52.227-3*	ALTERNATE I	APR 1984	X	X	
52.227-3*	ALTERNATE II	JUL 1995	X	X	
52.227-5*	WAIVER OF INDEMNITY	APR 1984	X	X	

52.227-9	REFUND OF ROYALTIES	APR 1984	X		
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	DEC 2007	X	X	
52.227-11	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR	MAY 2014	X	X	
52.227-13	PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT	DEC 2007	X	X	
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014	X	X	X
52.227-14	ALTERNATE I	DEC 2007	X	X	X
52.227-14*	ALTERNATE II	DEC 2007	X	X	X
52.227-14*	ALTERNATE III	DEC 2007	X	X	X
52.227-14	ALTERNATE IV	DEC 2007	X	X	X
52.227-14	ALTERNATE V	DEC 2007	X	X	X
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987	X	X	
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007	X	X	X
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007	X		
52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS	MAY 2014	X	X	X
52.227-22	MAJOR SYSTEM - MINIMUM RIGHTS	JUN 1987	X	X	X
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987	X	X	X
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	X	X	X
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	X	X	X
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997	X		
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996		X	
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013	X		X
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB 2013	X		X
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	FEB 2013	X		X
52.229-8*	TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990		X	
52.229-10*	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX	APR 2003		X	X
52.232-1	PAYMENTS	APR 1984	X		
52.232-7*	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2012			X
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	X		X
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	X	X	X
52.232-11	EXTRAS	APR 1984	X		
52.232-12*	ADVANCE PAYMENTS	MAY 2001	X	X	X
52.232-12	ALTERNATE I	APR 1984	X	X	X
52.232-12*	ALTERNATE II	MAY 2001		X	
52.232-16*	PROGRESS PAYMENTS	APR 2012	X		
52.232-16	ALTERNATE I	MAR 2000	X		
52.232-17	INTEREST	MAY 2014	X	X	X
52.232-18	AVAILABILITY OF FUNDS	APR 1984	X	X	X

52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984	X	X	
52.232-20	LIMITATION OF COST	APR 1984		X	
52.232-22	LIMITATION OF FUNDS	APR 1984		X	
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014	X	X	X
52.232-23	ALTERNATE I	APR 1984	X	X	X
52.232-25	PROMPT PAYMENT	JUL 2013	X	X	X
52.232-25	ALTERNATE I	FEB 2002		X	X
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	JUL 2013	X	X	X
52.232-36	PAYMENT BY THIRD PARTY	MAY 2014	X	X	X
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS.	MAY 1999	X	X	X
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	X	X	X
52.233-1	DISPUTES	MAY 2014	X	X	X
52.233-1	ALTERNATE I	DEC 1991	X	X	X
52.233-3	PROTEST AFTER AWARD	AUG 1996	X		X
52.233-3	ALTERNATE I	JUN 1985		X	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004	X	X	X
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	X	X	X
52.237-3	CONTINUITY OF SERVICES	JAN 1991	X	X	
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014		X	X
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996	X	X	X
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	X	X	X
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014		X	X
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997		X	X
52.242-13	BANKRUPTCY	JUL 1995	X	X	X
52.243-1	CHANGES – FIXED-PRICE	AUG 1987	X		
52.243-1	ALTERNATE I	APR 1984	X		
52.243-1	ALTERNATE II	APR 1984	X		
52.243-1	ALTERNATE III	APR 1984	X		
52.243-2	CHANGES – COST REIMBURSEMENT	AUG 1987		X	
52.243-2	ALTERNATE I	APR 1984		X	
52.243-2	ALTERNATE II	APR 1984		X	
52.243-2	ALTERNATE V	APR 1984		X	
52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000			X
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984	X	X	
52.243-7*	NOTIFICATION OF CHANGES	APR 1984	X	X	X
52.244-2*	SUBCONTRACTS	OCT 2010	X	X	X
52.244-2	ALTERNATE I	JUN 2007		X	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	X	X	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2016	X	X	X
52.245-1	GOVERNMENT PROPERTY	APR 2012	X	X	X
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012	X		
52.245-9	USE AND CHARGES	APR 2012	X	X	X
52.246-19*	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA.	MAY 2001	X		

52.246-19	ALTERNATE I	APR 1984	X		
52.246-19	ALTERNATE II	APR 1984	X		
52.246-19	ALTERNATE III	APR 1984	X		
52.246-20*	WARRANTY OF SERVICES	MAY 2001	X		
52.247-1*	COMMERCIAL BILL OF LADING NOTATIONS	FEB 2006	X	X	X
52.247-63*	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	X	X	X
52.247-67*	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	X	X	X
52.248-1*	VALUE ENGINEERING	OCT 2010	X	X	
52.248-1	ALTERNATE I	APR 1984	X	X	X
52.248-1	ALTERNATE II	FEB 2000	X	X	X
52.248-1	ALTERNATE III	APR 1984	X	X	X
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012	X		X
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM).	APR 1984	X		
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004		X	
52.249-6	ALTERNATE IV	SEP 1996			X
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	X		
52.249-14	EXCUSABLE DELAYS	APR 1984		X	X
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012	X	X	X
52.251-2	INTER-AGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN 1991		X	
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	X	X	X

(Note: Clause numbers followed by an asterisk (*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)

(End of Clause)

I.2.1 Acquisition of Commercial Items

The following clauses apply only to task and delivery orders that are for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. They will be incorporated in full text into individual orders, as applicable.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	MAR 2016	X		X

I.2.1.1 GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. (ALTERNATE II) (FAR DEVIATION) (July 2015)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may

seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

- (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
- (ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause,
- (3) The clause at 52.212-5,
- (4) Solicitation provisions if this is a solicitation.
- (5) Other paragraphs of this clause.
- (6) Addenda to this solicitation or contract, including any license agreements for computer software.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101), that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) Commercial supplier agreements - unenforceable clauses

When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) End user. This agreement shall bind the ordering activity as user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

- (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
- (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
- (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
- (iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).
- (v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
- (vi) Additional terms.
- (A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc). Such terms shall be enforceable only to the extent that:
- (1) When included by reference using electronic means, the terms are readily available at referenced locations; and
 - (2) Terms do not materially change government obligations; and
 - (3) Terms do not increase government prices; and
 - (4) Terms do not decrease overall level of service; and
 - (5) Terms do not limit any other Government rights addressed elsewhere in this contract.
- (B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.
- (vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.
- (viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
- (ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 522.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.
- (x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a

determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause at 552.212-4.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list (if applicable) shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of Clause)

I.2.1.2 (ALTERNATE FOR TIME AND MATERIALS/LABOR HOUR CONTRACTS) ((ref. 52.212-4 ALTERNATE I) (MAY 2014))

When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause above.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)

- (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—
 - (A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (B) Terminate this contract for cause.
- (ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—
 - (i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.
- (e) Definitions.
 - (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—
 - (i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
 - (ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—
 - (A) Performed by the contractor;
 - (B) Performed by the subcontractors; or
 - (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
 - (iii) Materials means—
 - (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
 - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
 - (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
 - (D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and
 - (E) Indirect costs specifically provided for in this clause.
 - (iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract

including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

- (1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]
- (2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None').""]
- (2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
- (i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
 - (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—
 - (A) The original timecards (paper-based or electronic);
 - (B) The Contractor's timekeeping procedures;

- (C) Contractor records that show the distribution of labor between jobs or contracts; and
- (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost—
 - (A) Any invoices or subcontract agreements substantiating material costs; and
 - (B) Any documents supporting payment of those invoices.
- (5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)
 - (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;

- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
 - (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
 - (iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212- 5(b) for the appropriate EFT clause.
- (10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (I) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(End of Clause)

I.2.2 General Services Administration Regulations (GSAR), Incorporated By Reference

CLAUSE #	CLAUSE TITLE	DATE
552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS	OCT 2012
552.215-70	EXAMINATION OF RECORDS BY GSA	FEB 1996
552.216-74	TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN	JAN 2016
552.228-5	GOVERNMENT AS ADDITIONAL INSURED	JAN 2016
552.229-71	FEDERAL EXCISE TAX—DC GOVERNMENT	SEP 1999
552.232-1	PAYMENTS (DEVIATION FAR 52.232-1)	NOV 2009
552.232-23	ASSIGNMENT OF CLAIMS	SEP 1999
552.232-25	PROMPT PAYMENT (DEVIATION FAR 52-232-25)	NOV 2009
552.237-73	RESTRICTION ON DISCLOSURE INFORMATION	JUN 2009
552.239-70	INFORMATION TECHNOLOGY SECURITY PLAN AND SECURITY AUTHORIZATION	JUN 2011
552.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	JAN 2012

I.3 GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6)(SEP 1999)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

I.4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the ACO within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

- (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
- (End of clause)

I.5 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued in accordance with Section F.3.
 - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, this contract shall control.
 - (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized by the Schedule.
- (End of clause)

I.6 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the \$150,000, as amended, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of \$1 Billion per year
 - (2) Any order for a combination of items in excess of \$1 Billion per year
 - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
 - (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
 - (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) work days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (End of clause)

I.7 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months following the expiration of the basic contract ordering period.

(End of clause)

I.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

I.9 FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the _____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
- (j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) *Reservation of rights.*
- (1) No payment or vesting of title under this clause shall—
 - (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
 - (2) The Government's rights and remedies under this clause—
 - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:
- (1) The name and address of the Contractor;
 - (2) The date of the request for performance-based payment;
 - (3) The contract number and/or other identifier of the contract or order under which the request is made;
 - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
 - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

I.10 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any GSAM (48 CFR Chapter 5) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.11 GSAM 552.203-71 RESTRICTION ON ADVERTISING (SEP 2009)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of clause)

**I.12 GSAR 552.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JULY 2015)
(FAR DEVIATION) (FAR 52.232-39)**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement, EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement, EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

**I.13 GSAR 552.232-78 COMMERCIAL SUPPLIER AGREEMENTS - UNENFORCEABLE CLAUSES
(JULY 2015)**

(a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders not using FAR Part 12).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law. (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted. (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted. (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Disputes.

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc.). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

(3) Terms do not increase government prices; and

(4) Terms do not decrease overall level of service; and

(5) Terms do not limit any other Government right addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government. (vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity.

Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at 52.232-23, Assignment of Claims.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the provisions of subparagraph (a)(1) shall prevail to the extent of such inconsistency.

(End of Clause)

(END OF SECTION I)

SECTION J LIST OF ATTACHMENTS

I. MASTER CONTRACT ATTACHMENTS

- J-1 DoD Required Provisions and Clauses
- J-2 Government Security Publications and Contractor Minimum Security Requirements for Select Systems
- J-3 Labor Category Descriptions and BLS Service Occupational Classifications
- J-4 Contractor Labor Hour Pricing for Standard IT Service Labor Categories (Post Award)
- J-5 Performance Requirements Summary
- J-6 Transactional Data Reporting and Contract Access Fee

II. RFP SOLICITATION ATTACHMENTS

The following documents are for use during the solicitation process and will not remain with the Master Contract following award:

- J.P-1 Document Verification and Self Scoring Worksheet
- J.P-2 Relevant Experience (PSC Group) Project Template
- J.P-3 Relevant Experience (Leading Edge Technology) Project Template
- J.P-4 Leading Edge Technology Descriptions
- J.P-5 Past Performance Rating Form
- J.P-6 Direct Labor Rate Ranges
- J.P-7 Contractor Teaming Arrangement Template
- J.P-8 Cost/Price Template
- J.P-9 FPDS Sample

(END OF SECTION J)

SECTION K REPRESENTATIONS AND CERTIFICATIONS

INSTRUCTIONS: The provision at 52.204-7, System for Award Management, is included in this solicitation. The offeror shall complete the annual representations and certifications electronically via the SAM website accessed through <https://www.SAM.gov>. See K.2 below.

OFFEROR NAME: _____

OFFEROR DUNS: _____

K.1 AUTHORIZED DEVIATIONS IN PROVISIONS (DEVIATION FAR 52.252-5)(SEP 1999)

(a) Deviations to FAR provisions.

(1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.

(b) Deviations to GSAR provisions . This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.

(c) "Substantially the same as" provisions . Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of provision)

K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$27.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- X (i) Paragraph (d) applies.
___ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
 - (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (viii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
 - (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
 - (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
 - (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
 - (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
 - (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- [Contracting Officer check as appropriate.]
- ☒ (i) 52.204-17, Ownership or Control of Offeror.
- ☒ (ii) 52.204-20, Predecessor of Offeror.
- ☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- ☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- ☐ (vii) 52.227-6, Royalty Information.
- ☐ (A) Basic.
- ☐ (B) Alternate I.
- ☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.3 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

K.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror _____ has, _____ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

(END OF SECTION K)

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS OR RESPONDENTS**

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (DEC 2013)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/far/>

FAR	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015

L.2 FAR AND GSAR PROVISIONS

The following FAR and GSAR provisions are applicable to this solicitation and are provided in full text.

L.2.1 FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data Alternate IV (OCT 2010)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below:
Provide information other than cost or pricing data as described in section **L.5.6 Volume 6 - Cost/Price.**

(End of provision)

L.2.2 FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates to award of one Governmentwide Acquisition Contract (GWAC) Master Contract resulting from this solicitation.

(End of provision)

L.2.3 FAR 52.216-27 Single or Multiple Awards (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

The government anticipates that Multiple Awards shall be made up to a maximum of 80 awards. In the event of a precisely tied score at a number at the 80th position, all those Offerors will receive a Master Contract award.

(End of provision)

L.2.4 FAR 52.233-2 - Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration (GSA)
Federal Acquisition Service (FAS)
Small Business GWAC Contract Operations (QTACC)
Attn: Greg Byrd, Contracting Officer
2300 Main Street, 6th Floor
Kansas City, MO 64108

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.2.5 552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

L.3 PROPOSAL SUBMISSION INSTRUCTIONS

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably.

Offerors are instructed to read the entire solicitation document, including all attachments in Section J, **prior** to submitting questions and/or preparing your offer. Omission of any information from the proposal submission requirements may result in rejection of the offer.

One Master Contract will result from this solicitation if the Offeror is awarded the contract. The Offeror, either through its parent, affiliates, subsidiaries, business units, joint venture, or any other type of business organizational structure shall submit only one proposal.

All information within the page limitations of the proposal is subject to evaluation. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.

Offerors may make minor formatting changes to Section K and Section J templates used in proposal submission. For example, minor formatting changes include such things as adjusting page breaks, adding corporate identification logos, identifying proposal volume identifiers in the headers and footers, including disclaimers of proprietary information, and adjusting the Cost/Price template based on an Offeror's actual indirect rate structure, etc.

The electronic solicitation documents, as posted on <http://www.fbo.gov>, shall be the "official" documents for this solicitation.

The Government will not reimburse Offerors for any cost incurred for the preparation and submission of a proposal in response to this solicitation.

All proposal information is subject to verification by the Government. The Offeror is required to ensure all proposal information submitted is verifiable. If the GSA Source Selection Team detects a high degree of unverifiable, contradictory or unsubstantiated information submitted in an Offeror's proposal, the Government will end the proposal evaluation, and the Offeror will be removed from being considered for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

NOTE: This solicitation instructs Offerors to provide support documentation for practically all scored evaluation criteria. While some sub-sections of Section L may indicate an Offeror shall provide a particular form of documentation for validation purposes, Offerors may provide whatever official, verifiable documentation is necessary to validate any pass/fail or scored evaluation criteria being claimed.

L.3.1 Official Legal Bidding Entity

All the evaluation elements an Offeror is claiming credit for in accordance with Section L.5., Volumes 1 through 7, must be in the Offeror's name as submitted in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award, with a corresponding CAGE Code and DUNS Number in SAM.GOV that matches the Offeror name on the SF 33, Block 15A. (See Section L.5.1.1.).

See Section L.5.1.5 for the only exceptions to this requirement.

L.3.2 Mergers, Acquisitions, Novations, and Change-of-Name Agreements, as Applicable

By the closing date of this solicitation, if a company has acquired another company, the transferor and transferee company may claim credit for the same PSC Group Relevant Experience Projects under Section L.5.2.2, the Leading Edge Technology Relevant Experience Projects under Section L.5.2.3, and the Past Performance Projects under Section L.5.3, under the following condition.

In the event of a Government approved novation of a U.S. Federal contract from one Contractor to another, the transferor Contractor may claim credit for the above mentioned projects inasmuch as that

contractor was awarded and assumed responsibility for that project up until the merger/acquisition while the transferee may claim credit for the same project in as much as that contractor has assumed responsibility for the totality of the project from the point of the merger/acquisition.

For any claimed evaluation element identifying a different name than that of the offeror; due to a merger, acquisition, novation, or change-of-name agreement; the offeror has the burden to establish that the claimed evaluation element should be attributed to the offeror. To do so, the offeror must provide evidence of the merger, acquisition, novation, or change-of-name agreement, as well as a justification demonstrating how the evaluation element being claimed is applicable to the offeror.

L.3.3 Inverted Domestic Corporations

Inverted Domestic Corporations are not eligible for award under this solicitation.

“Inverted Domestic Corporation”, as defined in FAR 52.209-10, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

L.3.4 Proposal Due Date and Address Location

PROPOSALS ARE DUE NO LATER THAN 4:00 PM CDT ON AUGUST 29, 2016.

Proposals may be mailed to:

General Services Administration, Federal Acquisition Service
Small Business GWAC Contract Operations (QTACC)
Attn: Greg Byrd, Contracting Officer
2300 Main Street
Kansas City, MO 64108

Hand delivered proposals will only be accepted on August 29, 2016 between 9:00 AM CDT and 4:00 PM CDT at the following location:

GSA Conference Center, Room 1SE
2300 Main Street
Kansas City, MO 64108

L.3.5 Solicitation Questions

The contracting officer is the sole point of contact for this request for proposals (RFP)/solicitation, including for any questions.

Interested parties shall utilize the file “A2SB RFP Question Template”, provided with the RFP/solicitation, to organize and present any questions, directing them to the GWAC PCO exclusively at A2SB@gsa.gov - otherwise questions might not be received or considered. The Government reserves the right to respond or not respond to questions, and to consolidate similar questions.

Please thoroughly review the entire solicitation, including all the attachments in Section J, prior to submitting questions.

While questions can be presented any time after the solicitation is posted, for both interested party and government efficiency it is helpful if they are sent well before the offer deadline/RFP closing date.

Questions received at least **four business days prior** to the pre-proposal Conference increase the probability of the contracting officer considering them as potential topics at that event.

The official location for responses to questions is in association with this solicitation on www.fbo.gov.

The Government will not provide acknowledgement notices for the receipt of questions submitted.

L.3.6 Pre-proposal Conference

A pre-proposal conference sponsored by the Government will be presented to interested parties, consisting of an RFP overview, on or about the week of July 10, 2016. The pre-proposal conference will be conducted in the Washington DC area. The specific dates, times, details and instructions for attending this this conference will be posted on the Federal Business Opportunities (FBO) website several days prior to the event. The FBO website will be the only source of information and updates concerning the pre-proposal conference. Please hold all inquiries about the pre-proposal conference in anticipation of GSA posting the details.

L.4 PROPOSAL FORMAT

The Offeror's proposal shall be formatted into Seven (7) separate electronic folders by Volume Number and Title as follows:

- Volume 1 – General
- Volume 2 – Relevant Experience
- Volume 3 – Past Performance
- Volume 4 – Systems, Certifications, and Clearances
- Volume 5 – Organizational Risk Assessment
- Volume 6 – Cost-Price
- Volume 7 – Responsibility

Offerors shall include all Seven (7) electronic folders and proposal documents on to a single DVD+R disk with all files in an uncompressed native format. See Proposal Table Format below. Nothing may be included on the disk except the proposal files in accordance with the instructions in Section L.5.

The DVD+R shall be labeled with the Solicitation Number and Company Name.

In addition to the DVD+R including all proposal documents, **Offerors shall also include one paper copy of their Attachment J.P-1, Document Verification and Self Scoring Worksheet.**

Offerors proposing as part of a contractor teaming arrangement, in accordance with the requirements of L.5.1.5, may submit separate DVD+R's for Volume 7 – Responsibility within sealed envelopes for each team member. Any sealed envelope must be within the same package as the submitted proposal. Each sealed envelope and DVD+R shall be labeled on the outside with the Solicitation Number, Volume 7, Name and DUNS Number of the Offeror, along with the Name and DUNS Number of the Team Member.

It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening. The Government strongly recommends that the Offeror test DVDs

on more than one internal machine and more than one machine type or platform to ensure proposals are entirely virus free and accessible to the Government on any platform. In the event that the DVD file is corrupted, the Offeror's proposal will be rejected.

All proposal documents shall be in Adobe (pdf) format except for the Document Verification and Self Scoring Worksheet in Section J.P-1 and Cost/Price Template in Section J.P-8. The Document Verification and Self Scoring Worksheet and Cost/Price Template shall be in Microsoft Office Excel - format.

PROPOSAL FORMAT TABLE

The following Proposal Format Table is to assist Offerors in organizing their proposal submission documents to ensure the government can easily identify which documents apply to which criteria for evaluation purposes. Offerors must adhere to the Volume Numbers, Format and/or Templates, and Page Limitations (if any) provided in the Proposal Format Table. Offerors must include their company name or company name abbreviation and Volume Number in the filename. For example, ABC Incorporated filename for Volume 1, SF-33 is ABC.VOL1.SF33.pdf. Offerors may make minor adjustments to the file naming methodology so long as the resulting file names and organization are clearly understood. Additionally, the Offeror may provide a Table of Contents that serves as an overall guide to what files are included, where they are located and brief descriptions of what the documents are. Inclusion of a Table of Contents is optional.

Vol #	Sec #	Title	Format or Template	Page Limit	Example File Name
1	L.4	Table of Contents	Free Format	No Page Limit	ABC.VOL1.TOC.pdf
1	L.5.1.1	SF 33	SF 33	Limited to the SF 33 Form	ABC.VOL1.SF33.pdf
1	L.5.1.2	Document Verification and Self Scoring Worksheet	Section J.P-1	Limited to the template. No page limitations	ABC.VOL1.JP1.xls
1	L.5.1.4	Meaningful Relationship Commitment Letters (MRCL)	Pages should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	Each MRCL must be separate and distinct. No page limitations. If not submitting an MRCL, no file need be submitted.	(Company, Volume, Meaningful Relationship Commitment Letter 1) Repeat as many times necessary: ABC.VOL1.MRCL1.pdf ABC.VOL1.MRCL2.pdf ABC.VOL1.MRCL3.pdf
1	L.5.1.5.2	Subcontractor Letter(s) of Commitment (if applicable)	As described in L.5.1.5.2	No page limitations. If not submitting with proposed subcontractors, no file need be submitted.	ABC.VOL1.SubLOC1.pdf
1	L.5.1.5.1	Joint Venture or Partnership Agreement	Pages should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	No page limitations. If not submitting as a JV, no file need be submitted.	ABC.VOL1.CTA.pdf

1	L.5.1.6	Professional Employee Compensation Plan	Pages should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	No page limitations	ABC.VOL1.CP.pdf
1	L.5.1.7	Uncompensated Overtime Policy	Pages should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	Not-to-Exceed 5 pages	ABC.VOL1.UOP.pdf
1	L.5.1.8	Representations and Certifications	Submit Section K	Limited to Section K. No page limitations	ABC.VOL1.RC.pdf
2	L.5.2.2	PSC Group Relevant Experience Projects	Each Project with all supporting documents should be submitted in a single .pdf in the following order: 1. Section J.P-2 2. FPDS, if applicable 3. Award Form, if applicable 4. Contract Statement of Work, if applicable 5. Supporting Information Related to a Merger, Acquisition, Novation, or Change of Name on a Specific Project, if applicable 6. J.P-7 and CTA agreement, if applicable	Section J.P-2 Template limited to three pages. No page limitations for supporting documents.	(Company, Volume, PSC 1-1) Repeat as many times necessary: ABC.VOL2.PSC1-1.pdf ABC.VOL2.PSC1-2.pdf ABC.VOL2.PSC1-3.pdf ABC.VOL2.PSC1-4.pdf ABC.VOL2.PSC2-1.pdf ABC.VOL2.PSC2-2.pdf ABC.VOL2.PSC3-1.pdf
2	L.5.2.3	Leading Edge Technology Relevant Experience Projects	Each Project with all supporting documents should be submitted in a single .pdf in the following order: 1. Section J.P-3 2. Original Contract Award Document 3. Contract Statement of Work 4. Supporting Information Related to a Merger, Acquisition, Novation, or Change	Section J.P-3 Template limited to three pages. No page limitations for supporting documents.	(Company, Volume, LET 1-1) Repeat as many times necessary: ABC.VOL2.LET1-1.pdf ABC.VOL2.LET1-2.pdf ABC.VOL2.LET1-3.pdf ABC.VOL2.LET2-1.pdf ABC.VOL2.LET2-2.pdf ABC.VOL2.LET2-3.pdf

			of Name on a Specific Project, if applicable 5. J.P-7 and CTA agreement, if applicable		
3	L.5.3	Past Performance for Relevant Experience Projects	Past Performance for each PSC Group Relevant Experience Project submitted PPIRS/CPARs report, or Section J.P-5 Past Performance Rating Form	No Page Limitations.	(Company, Volume, Past Performance, PSC Project 1-1) Repeat as many times necessary. ABC.VOL3.PP.PSC1-1.pdf ABC.VOL3.PP.PSC1-2.pdf ABC.VOL3.PP.PSC1-3.pdf ABC.VOL3.PP.PSC1-4.pdf ABC.VOL3.PP.PSC2-1.pdf ABC.VOL3.PP.PSC2-2.pdf ABC.VOL3.PP.PSC3-1.pdf
3	L.5.3.3	Negative Past Performance Narrative	One page narrative to provide information on problems encountered on the submitted projects and the offeror's corrective actions. This document is not required, only necessary if offeror wishes to explain any negative past performance.	One-page. Page should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	(Company Name, Volume, Negative Past Performance Narrative, PSC Project 1-1) Repeat as follows: ABC.VOL3.NPPN.PSC1-1.pdf ABC.VOL3.NPPN.PSC1-2.pdf ABC.VOL3.NPPN.PSC1-3.pdf ABC.VOL3.NPPN.PSC1-4.pdf ABC.VOL3.NPPN.PSC2-1.pdf ABC.VOL3.NPPN.PSC2-2.pdf ABC.VOL3.NPPN.PSC3-1.pdf
4	L.5.4.1	Cost Accounting System Audit Information	Documentation to verify audited/adequate accounting system to include SF1408 and/or auditing agency letter. Contact information for cognizant auditing agency	Limited to requested documentation only. If not applying for these additional points, no file need be submitted.	ABC.VOL4.CASAUDIT.pdf ABC.VOL4.CASCONTACT.pdf
4	L.5.4.2	Approved Purchasing System	Copy of Audit Report Documents/Letters	Limited to the Audit Report Documents/Letter verification requirements and NTE 1 page for POC information, page numbers and paragraph references.	ABC.VOL4.APS.pdf ABC.VOL4.APSref.pdf

				If not applying for these additional points, no file need be submitted.	
4	L.5.4.3	FPRA/FPRR /ABR	Copy of Audit Report Documents/Letters	Limited to the Audit Report Documents/Letter verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL4.FPRA.pdf ABC.VOL4.FPRAref.pdf ABC.VOL4.FPRR.pdf ABC.VOL4.FPRRref.pdf ABC.VOL4.ABR.pdf ABC.VOL4.ABRref.pdf
4	L.5.4.4	EVMS	Copy of verification/approval	Limited to the verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL4.EVMS.pdf ABC.VOL4.EVMSref.pdf
4	L.5.4.5	Acceptable Estimating System	Copy of Audit Report Documents/Letters	Limited to the Audit Report Documents/Letter verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL4.AES.pdf ABC.VOL4.AESref.pdf
4	L.5.4.6	CMMI Certification	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information, page numbers and	ABC.VOL4.CMMISERVICEcert.pdf ABC.VOL4.CMMISERVICeref.pdf ABC.VOL4.CMMIDEVcert.pdf ABC.VOL4.CMMIDEVref.pdf

				paragraph references If not applying for these additional points, no file need be submitted.	
4	L.5.4.7	ISO 9001	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL4.ISO9001cert.pdf ABC.VOL4.ISO9001ref.pdf
4	L.5.4.8	ISO 20000	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL4.ISO20000cert.pdf ABC.VOL4.ISO20000ref.pdf
4	L.5.4.9	ISO/IEC 27000	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL4.ISO27000cert.pdf ABC.VOL4.ISO27000ref.pdf
4	L.5.4.10	Facility Clearance Level (FCL)	Letter or screen print	Limited to the verification requirements If not applying for these additional points, no file need be submitted.	ABC.VOL4.FCL.pdf

5	L.5.5	Organization Risk Assessment	Copies of Subcontracts if offeror is a Prime/Subcontractor business arrangement. (JV documents requested earlier in VOL 1)	Limited to the verification requirements. If a CTA is not applying for these additional points, no file need be submitted. If an Offeror is proposing as an individual company no file need be submitted to receive additional points.	ABC.VOL5.SUB.pdf
6	L.5.6.1	Basis of Estimate	As described in L.5.6.1	Not-to-Exceed 5 pages (excluding supporting documentation)	ABC.VOL6.BoE.pdf
6	L.5.6.2	Cost/Price Template	Section J.P-8	Limited to the template	ABC.VOL6.JP8COSTPRICE.xls
7	L.5.7.1	GSA Form 527	GSA Form 527	Limited to the GSA Form 527	ABC.VOL7.527.pdf

L.5. PROPOSAL CONTENT

Except for allowances provided in Section L.5.1.4 and L.5.1.5.3 all projects and past performance submitted in response to this solicitation shall have been performed as a Prime Contractor. "Prime Contractor" means the Contractor has privity-of-contract with the Government for all contractual obligations under a mutually binding legal relationship with the Government. In other words, when the Government awards a Contract to a Contractor, the Contractor is considered the "Prime Contractor." For example, "Prime Contractors" are identified as such on the cover page of contracts or task orders such as:

- Standard Form (SF) 1449 – Solicitation/Contract/Order for Commercial Items – (Block 17a identifies the Prime Contractor)
- SF 26 – Award/Contract – (Block 7 identifies the Prime Contractor)
- SF 33 – Solicitation, Offer, and Award – (Block 15A identifies the Prime Contractor)
- Department of Defense (DD) 1155 – Order for Supplies or Services (Block 9 identifies the Prime Contractor)
- Optional Form 307 – Contract Award (Block 7 identifies the Prime Contractor)
- GSA Form 300 – Order for Supplies and Services (Block 6 identifies the Prime Contractor)

When a Prime Contractor awards a contract to a Contractor, the Contractor is considered a "Subcontractor". Any evaluation element under Section L.5., Volume 1 through 6, for which an Offeror was identified as a "Subcontractor" will be rejected.

L.5.1 Volume 1 - General

To be eligible for award, the Offeror must adhere to the directions and submit the following information under Volume 1 – General.

L.5.1.1 Standard Form (SF) 33

“Offeror” means the official legal bidding entity identified in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award.

Using the SF 33 form, Solicitation, Offer and Award, posted as page 1 of the solicitation in <http://www.fbo.gov>, the Offeror shall fill out blocks 12 through 18 accordingly;

1. The Government requires a minimum acceptance period of not less than 365 calendar days. The Offeror shall complete Block 12 of each SF 33 submitted with full cognizance of the minimum acceptance period of 365 calendar days. "Acceptance Period" means the number of calendar days available to the Government for awarding a Contract from the date specified in this solicitation for receipt of offers. Your offer may only specify a longer acceptance period than the Government's minimum requirement.
2. If any amendments to the solicitation are issued, the Offeror must acknowledge each amendment number and date in Block 14 of the SF 33 or complete Blocks 8 and 15 of the SF 30 for each amendment.
3. The Offeror's Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror in SAM.GOV at <http://www.sam.gov>, including the corresponding Commercial and Government Agency (CAGE) Code Number and Data Universal Numbering Systems (DUNS) Number (Note: the address listed in Block 15A will be the official mailing address used by the Government for letter correspondence, if necessary).
4. The Name, Title, Signature and Date identified in Block 16, 17, 18, must be an authorized representative with authority to commit the Offeror to contractual obligations.

L.5.1.2 Document Verification and Self Scoring Worksheet

The Offeror shall submit Section J.P-1, titled, “Document Verification and Self Scoring Worksheet”. No other format or additional proposal documentation will be considered.

1. Do **not** alter rows or columns of the Document Verification and Self Scoring Worksheet.
2. The Offeror shall enter their name in Row 7.
3. The Offeror must fill in Column C by entering a “Yes” or “No” for **each** element (**the only exception is row 127, Total PSC Projects Submitted**). Just type the word, not the quotation marks. Do **not** leave any Rows under Column C blank.
4. If “Yes” is entered in Column C, the Offeror shall enter the file name(s) in Column F for each associated supporting document submitted. Reference the file naming structure provided in L.4, Proposal Format Table. NOTE: No supporting file name is required for L.5.2.3.2, Breadth of Leading Edge Technology Relevant Experience.
5. The Project Identifier (PSC Project 1-1 through PSC Project 3-1) in the Document Verification and Self Scoring Worksheet **must mirror** the same Project Identifier selected in the Relevant Experience (PSC Group) Project Template found in Section J.P-2.
6. Under Sections L.5.2.2.2 through L.5.2.2.6, in addition to completing Column C and Column F the Offeror must fill in Column B with the Project Identifier(s) that satisfies the claimed credit.
7. The Project Identifier (LET 1-1 through LET 10-3) in the Document Verification and Self Scoring Worksheet **must mirror** the same Project Identifier selected in the Relevant Experience (Leading

Edge Technology) Project Template found in Section J.P-3.

8. The scoring within Columns D and E will auto-calculate according to the responses within Column C. The offeror shall not manipulate any formulas or data within Columns D and E.

L.5.1.3 Reserved

L.5.1.4 Meaningful Relationship Commitment Letters, if applicable

Within a corporate structure, an Offeror may utilize resources from a Parent Company, Affiliate, Division, and/or Subsidiary. GSA **will** allow an Offeror to take credit for any evaluation element, including relevant experience project(s), system(s), or certification(s) from a Parent Company, Affiliate, Division, and/or Subsidiary so long as there is a meaningful relationship to the Offeror and commitment letters are provided to the Government.

Outside a corporate structure, such as a “Subcontractor” performance under a “Prime” Contractor, GSA will **not** allow an Offeror to take credit for any evaluation element, including relevant experience project(s), system(s), or certification(s) as a “Subcontractor” in accordance with the following definition. “Prime” Contractor means the Contractor has privity-of-contract with the Government for all contractual obligations under a mutually binding legal relationship with the Government. In other words, when the Government awards a Contract to a Contractor, the Contractor is considered the “Prime” Contractor. For example, “Prime” Contractors are identified as such on the cover page of contracts or task orders such as:

- Standard Form (SF) 1449 – Solicitation/Contract/Order for Commercial Items – (Block 17a identifies the Prime Contractor)
- SF 26 – Award/Contract – (Block 7 identifies the Prime Contractor)
- SF 33 – Solicitation, Offer, and Award – (Block 15A identifies the Prime Contractor)
- Department of Defense (DD) 1155 – Order for Supplies or Services (Block 9 identifies the Prime Contractor)
- Optional Form 307 – Contract Award (Block 7 identifies the Prime Contractor)
- GSA Form 300 – Order for Supplies and Services (Block 6 identifies the Prime Contractor)

When a Prime Contractor awards a contract to a Contractor, the Contractor is considered a “Subcontractor”. Any evaluation element under Section L.5., Volume 1 through 6, for which an Offeror was identified as a “Subcontractor” **will** be rejected.

“Affiliates” are business concerns that are affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both.

“Division” is a separate business unit of a company representing a specific business function.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned directly by a parent corporation; or through another subsidiary of a parent corporation.

For the purposes of the Alliant 2 Small Business GWAC, a “meaningful relationship” exists within a corporate structure when at least one of the following conditions exists:

- An entity is a wholly owned subsidiary of a parent organization
- An entity is a parent of a wholly owned subsidiary
- An entity operates under a single internal operational unit
- An entity operates under a consolidated accounting system
- An entity operates under a consolidated purchasing system
- An entity operates under a consolidated human resources or personnel system

- An entity operates under common policy and corporate guidelines
- Operating structure between the entities includes internal organizational reporting lines and management chains for “lines of business” that operate across the formal corporate subsidiaries

When an Offeror is sharing resources from other entities by way of a Meaningful Relationship within a Corporate Structure, only one Offer (e.g., proposal) from that Corporate Structure shall be submitted. Any more than the first offer received by the Government will be considered unacceptable and rejected.

For each meaningful relationship identified for the Alliant 2 Small Business GWAC proposal elements, the Offeror must provide a Meaningful Relationship Commitment Letter that includes the following:

1. Clear and legal identification of the meaningful relationship between the Offeror and entity identified.
2. A statement of commitment as to the performance and utilization of the identified entity’s resources on Alliant 2 Small Business GWAC task orders.
3. Each applicable proposal element must be clearly and specifically identified.
4. Signatures of a Corporate Officer/Official for both the Offeror and Meaningful Relationship Entity.

In the event that a parent organization has complete and full control over all meaningful relationship entities, the parent entity may prepare a single Meaningful Relationship Commitment Letter that identifies all elements required above.

For example, if ABC Inc. is the official legal bidding entity and ABC Inc. is taking credit for their subsidiary, Best R&D L.L.C.’s DCMA approved “Purchasing System”; ABC Inc. must show how Alliant 2 Small Business GWAC task orders will be processed through Best R&D L.L.C.’s Purchasing System. Furthermore, ABC Inc. must submit a “commitment letter”, between ABC Inc. and Best R&D L.L.C. that they will, in fact, process ABC Inc.’s Alliant 2 Small Business GWAC task orders through Best R&D L.L.C.’s Purchasing System. This example applies to all the proposal submission documents that involve resources/experience from other than the official legal bidding entity.

Meaningful relationship commitment letters will be incorporated either by reference or into any resulting contract award or into the resulting contract award via attachment.

L.5.1.5 Contractor Teaming Arrangements, if applicable

Contractor teaming arrangement means an arrangement in which –

1. Two or more companies form a partnership or joint venture to act as a potential prime contractor; or
2. A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

L.5.1.5.1 Partnership or Joint Venture, if applicable

Two or more companies may form a partnership or joint venture, hereafter referred to as a joint venture, to submit a proposal in response to this solicitation.

Offerors submitting as a Joint Venture may submit a proposal under this solicitation subject to the following conditions:

1. The Joint Venture is registered in SAM.GOV and has a corresponding DUNS Number.
2. The Joint Venture meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i)).
3. A joint venture shall submit elements identified in Section L.5, Volumes 1 through 7 as follows:

- Volume 1 - The Joint Venture must fill out and submit the Representations and Certifications in Section K. Each member of the Joint Venture must also submit their individual Representations and Certifications in Section K. All other elements submitted for Volume 1 must be in the name of the joint venture.
 - Volume 2 - Relevant experience projects may be in the name of the joint venture or in the name of an individual member of the joint venture.
 - Volume 3 - Past performance examples may be in the name of the joint venture or in the name of an individual member of the joint venture.
 - Volume 4 - Offerors submitting as a joint venture must provide evidence of the system, certification, or clearance being in the name of the joint venture or in the name of every member of the joint venture. This applies to all systems, certifications, and clearances within section L.5.4. For certifications with varying levels (e.g. CMMI Levels 2 and 3), scoring will only be awarded for the levels that are in the name of the joint venture or have been met/exceeded by all members.
 - Volume 5 - Risk assessment elements are for the submitted proposal as a whole.
 - Volume 6 - The cost/price proposal shall be for the joint venture, not individual members. The Basis of Estimate (L.5.6.1) may explain how the joint venture members have divided responsibilities for purposes of proposing price/costs. A joint venture can blend cost and pricing data from the team. For example, if one member of the joint venture is responsible for proposed price/costs for a particular labor category, while another entity in the joint venture is proposing price/costs for a different labor category, the Basis of Estimate should disclose which of the respective team members is responsible for proposing which specific price/cost information;
 - Volume 7 - For populated joint ventures, financial responsibility documents required by Volume 7 must be submitted for the joint venture itself. For unpopulated joint ventures, financial responsibility documents required by Volume 7 must be submitted for each member of the joint venture.
4. The Offeror must submit a complete copy of the Joint Venture agreement that established the CTA relationship, that includes the following information:
- Sets forth the purpose of the joint venture;
 - Designates the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for performance of the Alliant 2 SB contract; the Government requests that the managing venturer be the primary point of contact with the Government during evaluation of the joint venture's proposal. This means that the Government requests a "release" from each non-managing member of the joint venture so that the Government can discuss confidential/privileged information about the non-managing members of the joint venture with the designated managing venturer.
 - Clearly identifies the entities which make up the joint venture, including disclosure of the primary point of contact and DUNS Number for each of the members.
 - Obligates all parties to the joint venture to ensure performance of the Alliant 2 SB contract and to complete performance despite the withdrawal of any member;
 - Addresses the circumstances and procedures for replacement of joint venture members, including the managing venturer, and whether or not the approval of the Government is required prior to replacing any members; The agreement should address that in order to replace members, including the managing venturer, Government approval is required.

- Addresses the duration of the Joint Venture, including when it became effective, when it expires, and the basis for termination. The duration of the joint venture must include the complete Alliant 2 SB period of performance.
- Requires the final original records be retained by the managing venturer upon completion of the Alliant 2 SB contract;
- Signature by a Corporate Officer/Official for each member of the joint venture accepting all terms of the agreement.

Failure to provide the Government with the requested documentation establishing the joint venture will be considered a material nonconformity and will result in the Offer being rejected.

L.5.1.5.2 Proposed Subcontractors, if applicable

An offeror may agree with one or more other companies to have them act as its subcontractors under a potential Alliant 2 SB award.

Offerors submitting a proposal that includes proposed subcontractors may submit a proposal under this solicitation subject to the following conditions:

1. The offeror and all proposed subcontractors must be registered in SAM.GOV and have a corresponding DUNS Number.
2. The offeror and all proposed subcontractors must represent as small businesses for NAICS 541512 within SAM.GOV.
3. An offeror with proposed subcontractors shall submit elements identified in Section L.5, Volumes 1 through 7 as follows:
 - Volume 1 - The offeror must fill out and submit the Representations and Certifications in Section K. Each proposed subcontractor must also submit their individual Representations and Certifications in Section K. All other elements submitted for Volume 1 must be in the name of the offeror.
 - Volume 2 - Relevant experience projects may be in the name of the offeror or in the name of any proposed subcontractor.
 - Volume 3 - Past performance examples may be in the name of the offeror or in the name of any proposed subcontractor.
 - Volume 4 - Any systems, certifications, and clearances claimed within section L.5.4 must be in the name of the offeror. Systems, certifications, and clearances held by proposed subcontractors will not be considered for scoring and shall not be submitted within the proposal.
 - Volume 5 - Risk assessment elements are for the submitted proposal as a whole.
 - Volume 6 - The cost/price proposal shall be for the offeror. Specific subcontractors and separate subcontractor pricing shall not be included in the cost/price proposal.
 - Volume 7 - Financial responsibility documents required by Volume 7 must be submitted for the offeror and each proposed subcontractor.
4. The offer must submit a Subcontractor Letter of Commitment for each proposed subcontractor. The Government also has the right to accept those letters of commitment at face

value. The intended use of such letters is to permit Government validation of any subcontractor experience or past performance an offering prime identifies in response to this solicitation. The information identified below is required for any Subcontractor Letter of Commitment. No other information will be considered from any letters of commitment. The Government will not consider experience or past performance from subcontractors identified by offerors for which there is not a conforming Subcontractor Letter of Commitment. Each Subcontractor Letter of Commitment must include the following information:

- a. A statement of commitment by the proposed subcontractor to support the offeror in performance of Alliant 2 SB task orders.
- b. A statement by the proposed subcontractor authorizing use of their relevant experience and past performance in support of the offering prime contractor's Alliant 2 SB proposal.
- c. A statement of understanding that at least 50 percent of the cost of personnel for contract performance will be spent for employees of the offeror in accordance with **FAR 52.219-14**.
- d. Offering prime contractor's legal name and DUNS number
- e. Proposed subcontractor's legal name and DUNS number
- f. Name, phone number, and email address of the subcontractor's representative able to commit the subcontractor and validate the letter's content
- g. Signatures of a Corporate Officer/Official for both the Offeror and proposed subcontractor.

Identification of proposed subcontractors does not result in approval of them for any particular task order; rather it addresses this evaluation factor. Approval of subcontractors will still be needed on individual task orders when required by FAR 44.2.

L.5.1.5.3 Claiming Prime Contractor Relevant Experience from an Existing or Previous Joint Venture or Partnership (if applicable)

Under certain conditions specified herein, an Offeror may use a contract or task order that was awarded to its existing or previous CTA as a Relevant Experience Project, but will only receive credit if the Offeror was the only CTA member that performed under the project on behalf of the CTA. This project shall count towards meeting minimum requirements and scored elements as prescribed in Section L.5.2 The Offeror shall use Attachment J.P-7 (Contractor Team Arrangement Form) for each Relevant Experience Project that was performed under an existing or previous CTA and it shall be signed by the majority of CTA members. The CTA agreement shall be submitted as an addendum to Attachment J.P-7 (Contractor Team Arrangement Form). The Offeror shall not receive credit for the Relevant Experience Project if the information entered in Attachment J.P-7 (Contractor Team Arrangement Form) does not exactly match what was entered into Attachment J.P-1 (Self Scoring Worksheet).

An Offeror may submit a Relevant Experience Project performed under an existing or previous CTA, as its own Relevant Experience Project, subject to the following conditions:

1. If the CTA is still in existence and submits a proposal in response to this solicitation, the CTA shall not also submit the same Relevant Experience Project under an Alliant 2 Small Business GWAC proposal, and
2. The Offeror was the only member performing under the project on behalf of the CTA, and
3. The Offeror shall submit Attachment J.P-7 (Contractor Team Arrangement Form), signed by the majority of members in the CTA, not including the Offeror, and
4. The Offeror shall submit a complete copy of the CTA agreement that establishes the CTA relationship, disclosing the legal identity of each team member of the Joint Venture or Partnership, and

5. The Offeror's performance on the contract, task order or purchase order meets the minimum requirements of a Relevant Experience Project as prescribed in Section L.5.2, and

6. All claimed points on the Offeror's Attachment(s) J.P-1 (Document Verification and Self Scoring Worksheet) reflect the Offeror's performance.

NOTE: Failure to meet any of the criteria outlined above may result in the proposal being rejected as being non-conforming and determined non-responsive.

L.5.1.6 Professional Employee Compensation Plan

The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor's ability to attract and retain competent professional service employees or may be viewed as evidence of failure to comprehend the complexity of future task order requirements.

Task orders under this contract may be subject to FAR 52.222-46, Evaluation of Compensation for Professional Employees.

For the Alliant 2 Small Business GWAC, the Offeror shall submit a Professional Employee Compensation Plan that addresses the Offeror's methodology for determining salaries and fringe benefits for their professional employees in preparation of future task order requirements under the Alliant 2 Small Business GWAC.

The professional employee compensation plan will be incorporated by reference into any resulting Alliant 2 Small Business GWAC.

L.5.1.7 Uncompensated Overtime Policy

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Task Orders may be subject to FAR 52.237-10, Identification of Uncompensated Overtime when services to be required are on the basis of the number of hours to be provided.

For the Alliant 2 Small Business GWAC, the Offeror shall submit their policy for addressing uncompensated overtime consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours in preparation of future task order requirements under this contract.

The uncompensated overtime policy will be incorporated by reference into any resulting Alliant 2 Small Business GWAC.

L.5.1.8 Representations and Certifications

The Offeror shall complete and submit all Representations and Certifications in accordance with the instructions in Section K.

L.5.2 VOLUME 2 - RELEVANT EXPERIENCE

Relevant Experience is divided into two separate categories, **PSC Group** Projects and **Leading Edge Technology** Projects:

1. The **PSC Group** category of relevant experience is tied solely to the projects submitted under Section L.5.2.2. The Offeror shall document and attach verification documents in accordance with L.5.2.2.1.1 by utilizing Section J.P-2, "Relevant Experience (PSC Group) Project Template". Any other format will be rejected as a material non-conformity. NOTE: The Offeror must substantiate all the information through one of the two verification methods identified in Section L.5.2.2.1.1.

2. The **Leading Edge Technology** category of relevant experience is tied solely to the projects submitted under Section L.5.2.3. The Offeror shall document and attach verification documents in accordance with L.5.2.3.1.1 by utilizing Section J.P-3, "Relevant Experience (Leading Edge Technology) Project Template". Any other format will be rejected as a material non-conformity. NOTE: The Offeror must substantiate all the information through the verification method identified in Section L.5.2.3.1.1.

L.5.2.1 Relevant Experience Projects

A Relevant Experience "project" is defined as (1) a single contract; (2) a single task order awarded under a Multiple Award contract (as defined below); (3) a single task order awarded under a master Single-Award Indefinite Delivery task order contract (Definite Quantity, Requirements, or Indefinite Quantity) contract (FAR 16.5); (4) a single task order placed under a Federal Supply Schedule contract (FAR 8.405-2); or (5) a single task order placed under a master ~~Single-Award~~ Blanket Purchase Agreement (BPA)(FAR 8.405-3). When a Single-Award Indefinite Delivery task order contract or a Single Award BPA's requirements are well defined, for a specific purpose(s), and task orders are issued on a recurring basis, a collection of task orders placed under it may be combined and submitted as a single project.

A combination of U.S. Federal Government, State Government, International Public Sector, and Non-Government projects awarded from the private sector can be submitted;

All project work must have been performed as the Prime Contractor (or the allowances at L.5.1.4 and L.5.1.5.3). Note: A Subcontract under a U.S. Federal or State Government Prime Contract for the purposes of this evaluation will not be considered a Non-Government project and will be rejected as a material nonconformity if submitted as a project.

Multiple-award contract means a contract that is: (1) A Multiple Award Schedule contract issued by GSA (e.g., GSA Schedule Contract) or agencies granted Multiple Award Schedule contract authority by GSA (e.g., Department of Veterans Affairs) as described in FAR part 38; (2) A multiple-award task-order or delivery-order contract issued in accordance with FAR subpart 16.5, including Governmentwide acquisition contracts; or (3) Any other indefinite-delivery, indefinite-quantity contract entered into with two or more sources pursuant to the same solicitation.

A "Task Order" is defined as an order for services placed against an established contract.

L.5.2.2 PSC Group Relevant Experience

Using the PSC Group Relevant Experience Project Template, in accordance with the instructions herein and Section J.P-2, the Offeror may submit a MAXIMUM OF SEVEN (7) distinct PSC Group Relevant Experience Projects, each as the Prime Contractor (or the allowances at L.5.1.4 and L.5.1.5.3).

The submitted PSC Group relevant experience projects must meet the following minimum conditions:

1. Each project must have included the performance of one of the PSCs listed in L.5.2.2.7 PSC Code Table. The performance of the claimed PSC must have been integral to the performance of the project and for IT services.
2. No project may be used more than once. If a project is used for a PSC Group Relevant Experience, it may not be used again for a different PSC Group Relevant Experience.

3. No PSC citation may be claimed more than once. In other words, each project submitted must indicate a unique PSC that has not been claimed on another submitted project.
4. A total of seven (7) projects may be submitted for PSC Group Relevant Experience. The maximum number of projects that may be submitted for each PSC Group are as follows:
 - a. PSC Group One - No more than four (4) projects
 - b. PSC Group Two - No more than two (2) projects
 - c. PSC Group Three - No more than one (1) project
5. Each PSC Group Relevant Experience Project must be ongoing or have been completed within 5 years from the date proposals are due. Each project must have at least one year of performance unless one of the following situations exist:
 - a. The project has an Interim or a Final CPARS.
 - b. The project has a completed Award Fee Determination.
 - c. The project had a base period of performance less than one year and that period of performance is complete.
6. No Individual Project Value shall be less than \$1 Million.

Choosing PSC Projects: Offerors are advised to use reasonable discretion in reviewing their potential PSC Projects before determining if a specific PSC citation among those listed in the PSC Groups is appropriate. For example, if a PSC is cited as D399 in FPDS-NG, the Offeror is not limited to citing their PSC Project to that PSC coded as D399 under the condition it meets another PSC definition. If the scope of work and deliverables of the proposed PSC relevant experience Project meets a differently coded PSC, follow the submission requirements of this solicitation to support your determination.

Note: Project value for completed projects is determined by the total obligated dollars. Project value for ongoing projects is determined based on the total estimated value (inclusive of all option periods). If a project is a "collection of task orders" placed under a Single-Award IDIQ task order contract or Single-Award BPA, the project value will be the sum of all task orders based on the methods above being applied to each individual task order. (If the maximum project value is achieved without submitting all the task orders that have been awarded, then only submit those task orders that achieve the maximum results for Project Value)

L.5.2.2.1 PSC Group Relevant Experience Project Submission

For each PSC claimed, offerors must submit Section J.P-2, Relevant Experience (PSC Group) Project Template, with the following information:

- Contractor Name
- Contract Number
- Order Number, if applicable
- Project Title
- Customer Name
- Total Period of Performance (including options)
- Project Value
- Funding Agency ID, if applicable
- Was the project cost-reimbursement?
- Was the project a task order against a Multiple Award federal government contract?
- Did the project include performance in a foreign location?
- PSC Group Project Identifier and PSC
- Description of the work performed relevant to the PSC being claimed
- Contact information (Name, Title, Agency/Company, Phone, and Email) of the Contracting Officer (Corporate Official for Commercial Experience) with cognizance over the project

- Contact information (Name, Title, Agency/Company, Phone, and Email) of the COR, if applicable

L.5.2.2.1.1 Verification of PSC Group Relevant Experience Submission

In order to receive points for each submitted PSC Group Relevant Experience Submission, offerors must provide verification of all information included on the J.P-2, Relevant Experience (PSC Group) Project Template, by one of the following methods:

1. **FPDS-NG AVAILABLE, COMPLETE AND ACCURATE.** If the FPDS-NG Report provides verification of all information included on the Section J.P-2, Relevant Experience (PSC Group) Project Template. Submit the following verification documents:
 - a. FPDS-NG Report that provides verification of all claimed scoring elements included on the Section J.P-2, Relevant Experience (PSC Group) Project Template. See Attachment J.P-9, FPDS Sample, for a sample FPDS Report and example of which fields will provide appropriate verification of scoring elements. (If multiple FPDS-NG reports are available, the most recent report shall be submitted as well as any previous reports necessary for verification of claimed scoring elements) (For a "collection of task orders," if verification of all claimed elements is achieved without submitting all the task orders that have been awarded, then only submit those task orders that are necessary to provide verification).
 - b. Copy of Contract Statement of Work - The Statement of Work (SOW) from the contract that describes the general scope, nature, complexity, and purpose of the supplies or services the customer acquired under the contract. Additionally, the Offeror must also identify and call attention to the specific section or sections of the SOW that support the claim of having performed the PSC and any other claimed scoring elements.
2. **FPDS-NG UNAVAILABLE, INCOMPLETE OR INACCURATE:** If the FPDS-NG Report does not substantiate all information on the Section J.P-2, Relevant Experience (PSC Group) Project Template (e.g. PSC being claimed was not the PSC entered in FPDS-NG), GSA is not requiring the Offeror to have the Contracting Officer effect an electronic change of record in FPDS-NG. Therefore, if the FPDS-NG Report for the project is not available, or information within the report does not provide appropriate verification, the following verification documents must be included (NOTE: This verification method is not applicable to L.5.2.2.3, L.5.2.2.4, or L.5.2.2.5):
 - a. If available, FPDS-NG Report that provides verification of any information included on the Section J.P-2, Relevant Experience (PSC Group) Project Template. (If multiple FPDS-NG reports are available, the most recent report shall be submitted).
 - b. The completed Section J.P-2, Relevant Experience (PSC Group) Project Template must be signed by a Contracting Officer (CO) with cognizance over the submitted project. The citation must include the CO's point-of-contact information (POC) that includes direct telephone number and direct email address.

If access to the cognizant Contracting Officer is unattainable, the Government will accept the signature of the Contracting Officer's Representative (COR) directly associated with the project provided the following are submitted:

(1) The COR and the cognizant CO's point-of-contact information (POC) with direct telephone numbers and email addresses.

(2) COR email notification to the cognizant CO with completed J.P-2, Relevant Experience (PSC Group) Project Template. This email is to provide verification that the CO was made aware of the COR's concurrence with the J.P-2, Relevant Experience (PSC Group) Project Template.

For a Commercial project (non-government), the completed Section J.P-2, Relevant Experience (PSC Group) Project Template, must be signed by a Corporate Officer/Official of the commercial entity with cognizance over the submitted project.

- c. Copy of original contract award document, this may include the following:
- Standard Form (SF) 1449 – Solicitation/Contract/Order for Commercial Items – (Block 17a identifies the Prime Contractor, Block 9 identifies the U.S. Federal Government Agency, Block 3 identifies the Award/Effective Date, and Block 31c identifies the date the Contracting Officer signed)
 - SF 26 – Award/Contract – (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 3 identifies the Effective date, and Block 20C identifies the date the Contracting Officer signed)
 - SF 33 – Solicitation, Offer, and Award – (Block 15A identifies the Prime Contractor, Block 7 identifies the U.S. Federal Government Agency, and Block 28 identifies the date the Contracting Officer awarded/signed)
 - Department of Defense (DD) 1155 – Order for Supplies or Services (Block 9 identifies the Prime Contractor, Block 6 identifies the U.S. Federal Government Agency, Block 3 identifies the date of Order, and Block 24 identifies the Contracting Officer signature)
 - Optional Form 307 – Contract Award (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 2 identifies the Effective date, and Block 15C identifies the date the Contracting Officer signed)
 - GSA Form 300 – Order for Supplies and Services (Block 6 identifies the Prime Contractor, Block 10 identifies the U.S. Federal Government Agency, Block 1 identifies the Date of Order, and Block 26C identifies the date the Contracting Officer signed)
 - Other Official Government Award Form not identified above (Must explicitly identify the Contractor, Government Agency, Order Number, Dollar Value, and the date the Contracting Officer awarded/signed)
 - Non-Government Award Form (Must explicitly identify the Contractor, Non-Government Customer, Dollar Value, and the date the customer awarded/signed)
- d. Copy of Contract Statement of Work - The Statement of Work (SOW) from the contract that describes the general scope, nature, complexity, and purpose of the supplies or services the customer acquired under the contract. Additionally, the Offeror must provide an index to, and identify by highlighting in yellow, those specific written passages in the SOW that support the claim of having performed the PSC as determined by the Offeror's subjective review.
- e. **(OPTIONAL)** The Contract's Section B Supplies/Services & Prices or Costs Contract Line Items (CLINS) - If a PSC is specifically and clearly called out in a single or in

multiple CLINS, the Offeror may include that section of the contract and should highlight the relevant CLINS.

NOTE: If Attachment J.P-2, Relevant Experience (PSC Group) Project Template requires a signature for verification and is not signed by the appropriate party (or parties) as indicated throughout Section L, points shall not be earned.

L.5.2.2.2 PSC Group Relevant Experience Project Size and Complexity

For a maximum of Three (3) PSC Group relevant experience projects submitted under L.5.2.2, the Offeror will receive additional points if the project value is within any of the following levels:

- Project Value is greater than or equal to \$2 Million but less than \$5 Million
- Project Value is greater than or equal to \$5 Million but less than \$15 Million
- Project Value is greater than or equal to \$15 Million

Credit is limited to a maximum of three projects.

This must be indicated by providing the project value in the appropriate box on Section J.P-2, Relevant Experience (PSC Group) Project Template, and by indicating the PSC Project(s) selected for this factor in the appropriate box on Section J.P-1 Document Verification and Self Scoring Worksheet. Verification must also be provided by attaching the FPDS Report or contract award document that indicates the value of the contract/task order

Note: Project value for completed projects is determined by the total obligated dollars. Project value for ongoing projects is determined based on the total estimated value (inclusive of all option periods). If a project is a "collection of task orders" placed under a Single-Award IDIQ task order contract or Single-Award BPA, the project value will be the sum of all task orders based on the methods above being applied to each individual task order. (If the maximum project value is achieved without submitting all the task orders that have been awarded, then only submit those task orders that achieve the maximum results for Project Value)

L.5.2.2.3 PSC Group Relevant Experience - Demonstrating Experience with Multiple Federal Government Customers

For each relevant experience project submitted under L.5.2.2, the Offeror will receive additional points for each unique Federal Government Customer represented. This additional scoring is only available for relevant experience projects performed as a prime contractor to the Federal Government.

Federal Government Customer is determined by the Funding Agency ID identified within the FPDS Report.

For example, one relevant experience project with Funding Agency ID 4732 (GSA/Federal Acquisition Service) and another relevant experience project with Funding Agency ID 2100 (Department of the Army) would qualify as two Federal Government Customers. Submitting two relevant experience projects with Funding Agency ID 4732 (GSA/Federal Acquisition Service) would only qualify as one Federal Government Customer and the second project with the same Funding Agency ID would not meet the requirements of this section for additional scoring.

The Funding Agency ID must be indicated in the appropriate box on Attachment J.P-2 Relevant Experience (PSC Group) Project Template. Verification must also be provided by attaching the FPDS Report that indicates the claimed Funding Agency ID. The verification method identified in L.5.2.2.1.1 (2) does not apply to this section.

L.5.2.2.4 PSC Group Relevant Experience Project with Cost-Reimbursement

For a maximum of Two (2) PSC Group relevant experience projects submitted under L.5.2.2, the Offeror will receive additional points if the projects are United States Federal Government Cost-Reimbursement, specifically any of the cost-reimbursement contract types specified under FAR Subpart 16.3.

This must be indicated by checking the appropriate box on Section J.P-2, Relevant Experience (PSC Group) Project Template, and by including a summary of what work was cost-reimbursement within the description field of the Section J.P-2, Relevant Experience (PSC Group) Project Template. Verification must also be provided by attaching the FPDS-NG Report that indicates a cost-reimbursement contract type. The verification method identified in L.5.2.2.1.1 (2) does not apply to this section.

L.5.2.2.5 PSC Group Relevant Experience - Fair Opportunity Task Order Award Against a MA/IDIQ Contract

For a maximum of two (2) PSC Group relevant experience projects submitted under L.5.2.2, the Offeror will receive additional points if the projects are for a United States Federal Government Agency and are task orders awarded against a Multiple Award Indefinite Delivery Indefinite Quantity (MA/IDIQ) contract that provided for fair opportunity (competed) under FAR part 16.505.

This must be indicated by checking the appropriate box on Section J.P-2, Relevant Experience (PSC Group) Project Template, and by including identification of the contract that the task order was awarded against within the description field of the Section J.P-2, Relevant Experience (PSC Group) Project Template. Verification must also be provided by attaching the FPDS-NG Report or Award Form that indicates the contract the task order was awarded against. The verification method identified in L.5.2.2.1.1 (2) does not apply to this section.

L.5.2.2.6 PSC Group Relevant Experience Project in a Foreign Location

Foreign Location is defined, for purposes of this RFP, as any country or nation outside of the United States of America (USA). The USA includes Contiguous United States (CONUS) locations, the 48 contiguous States and the District of Columbia, plus the overseas states (Alaska and Hawaii), and all Territories and Possessions of the USA, (e.g., Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and The Commonwealth of the Northern Mariana Islands).

For a maximum of one (1) PSC Group relevant experience project submitted under L.5.2.2, the Offeror will receive additional points if the project included services performed in a foreign location.

- Temporary Duty Assignments (TDY) will not be considered for credit. All or a portion of the work must have been performed in a Foreign Location for an extended period of time and did not qualify for, nor was it classified as TDY.
- Although FPDS-NG may indicate that the principal place of performance is a CONUS location, it is understood that portions of the work may be performed in a foreign location(s).

This must be indicated by checking the appropriate box on Section J.P-2, Relevant Experience (PSC Group) Project Template, and by including a summary within the description field of the Section J.P-2, Relevant Experience (PSC Group) Project Template, of which foreign location(s) work was performed. Verification must also be provided by including a copy of the contract SOW that describes the work performed at the foreign location(s) and by either attaching the FPDS Report that indicates the principal place of performance location was a foreign location or by authorized signature as described in L.5.2.2.1.

L.5.2.2.7 PSC Code Table

GROUP I		
1	D301	IT AND TELECOM- FACILITY OPERATION AND MAINTENANCE
2	D302	IT AND TELECOM- SYSTEMS DEVELOPMENT
3	D304	IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION
4	D305	IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
5	D308	IT AND TELECOM- PROGRAMMING
6	D310	IT AND TELECOM- CYBER SECURITY AND DATA BACKUP
7	D316	IT AND TELECOM- TELECOMMUNICATIONS NETWORK MANAGEMENT
8	D318	IT AND TELECOM- INTEGRATED HARDWARE/SOFTWARE/SERVICES SOLUTIONS, PREDOMINANTLY SERVICES
9	D321	IT AND TELECOM- HELP DESK
10	D325	IT AND TELECOM- DATA CENTERS AND STORAGE
11	D399	IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
12	J070	MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT
GROUP II		
1	B544	SPECIAL STUDIES/ANALYSIS- TECHNOLOGY
2	D306	IT AND TELECOM- SYSTEMS ANALYSIS
3	D307	IT AND TELECOM- IT STRATEGY AND ARCHITECTURE
4	D309	IT AND TELECOM- INFORMATION AND DATA BROADCASTING OR DATA DISTRIBUTION
5	D319	IT AND TELECOM- ANNUAL SOFTWARE MAINTENANCE SERVICE PLANS
6	D322	IT AND TELECOM- INTERNET

7	K070	MODIFICATION OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT
8	R410	SUPPORT- PROFESSIONAL: PROGRAM EVALUATION/REVIEW/DEVELOPMENT
9	R413	SUPPORT- PROFESSIONAL: SPECIFICATIONS DEVELOPMENT
10	R425	SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL
11	R707	SUPPORT- MANAGEMENT: CONTRACT/PROCUREMENT/ACQUISITION SUPPORT
GROUP III		
1	D303	IT AND TELECOM- DATA ENTRY
2	D311	IT AND TELECOM- DATA CONVERSION
3	D312	IT AND TELECOM- OPTICAL SCANNING
4	D313	IT AND TELECOM- COMPUTER AIDED DESIGN/COMPUTER AIDED MANUFACTURING (CAD/CAM)
5	D314	IT AND TELECOM- SYSTEM ACQUISITION SUPPORT
6	D315	IT AND TELECOM- DIGITIZING
7	D317	IT AND TELECOM- WEB-BASED SUBSCRIPTION
8	D320	IT AND TELECOM- ANNUAL HARDWARE MAINTENANCE SERVICE PLANS
9	D324	IT AND TELECOM- BUSINESS CONTINUITY
10	K060	MODIFICATION OF EQUIPMENT- FIBER OPTICS MATERIALS, COMPONENTS, ASSEMBLIES, AND ACCESSORIES
11	U012	EDUCATION/TRAINING- INFORMATION TECHNOLOGY/TELECOMMUNICATIONS TRAINING

Product or Service Codes (PSC) represent major products or services offered by a business. Definitions and further information on PSC Codes can be found in the “Federal Procurement Data System Product and Service Codes Manual” at this website: <https://www.acquisition.gov/?q=node/3637>

L.5.2.3 Leading Edge Technology Relevant Experience

Using the Leading Edge Technology relevant experience project template in accordance with the instructions herein and Section J.P-3, Relevant Experience (Leading Edge Technology) Project Template, the Offeror may submit three distinct Leading Edge Technology Experience Projects for each Leading Edge Technology for a MAXIMUM OF thirty (30) distinct Leading Edge Technology Relevant Experience Projects, each as the Prime Contractor (or the allowances at L.5.1.4 and **L.5.1.5.3**).

The submitted Leading Edge Technology relevant experience projects must meet the following minimum conditions:

1. Each project must have been for the performance of one of the Leading Edge Technology listed in L.5.2.3.3 Leading Edge Technology Listing. The claimed Leading Edge Technology must have been integral to performance of the project.
2. No project may be used more than once within the Leading Edge Technology Relevant Experience. If a project is used for a Leading Edge Technology Relevant Experience, it may not be used for any other Leading Edge Technology Relevant Experience credit.
 - It is acceptable for the same project to be submitted for both PSC Group Relevant Experience and Leading Edge Technology Relevant Experience. The project must be submitted separately for each Relevant Experience section and follow the submission instructions and verification requirements of L.5.2.2.1 and L.5.2.3.1.
3. No more than three projects may be submitted for credit for each Leading Edge Technology listed in L.5.2.3.3. Therefore, no more than thirty (30) projects may be submitted in total for L.5.2.3.
4. Each Leading Edge Technology Relevant Experience Project must be ongoing or have been within 5 years from the date proposals are due. Each project must have at least one year of performance unless one of the following situations exist:
 - a. The project has an Interim or a Final CPARS/PPIRS.
 - b. The project has a completed Award Fee Determination.
 - c. The project had a base period of performance less than one year and that period of performance is complete.
5. No Individual Project Value shall be less than \$150,000.

Choosing LET Projects: Offerors are advised to use reasonable discretion in reviewing their potential LET Projects before determining if a specific LET citation among the ten listed in the Leading Edge Technology Listing is appropriate. If the scope of work and deliverables of the proposed LET relevant experience Project meets the defined LET, follow the submission requirements of this solicitation to support the subjective determination.

Note: Project value for completed projects is determined by the total obligated dollars. Project value for ongoing projects is determined based on the total estimated value (inclusive of all option periods). If a project is a "collection of task orders" placed under a Single-Award IDIQ task order contract or Single-Award BPA, the project value will be the sum of all task orders based on the methods above being applied to each individual task order. (If the maximum project value is achieved without submitting all the task orders that have been awarded, then only submit those task orders that achieve the maximum results for Project Value)

L.5.2.3.1 Leading Edge Technology Relevant Experience Project Submission

For each Leading Edge Technology Project claimed, offerors must submit Section J.P-3, Relevant Experience (Leading Edge Technology) Project Template, with the following information:

- Contractor Name
- Contract Number
- Order Number, if applicable
- Project Title
- Total Period of Performance (including options)
- Project Value
- Leading Edge Technology Project Identifier
- Leading Edge Technology

- Description of the work performed and how the selected Leading Edge Technology was integral to the performance of the contract.
- Contact information (Name, Title, Agency/Company, Phone, and Email) of the Contracting Officer (Corporate Official for Commercial Experience) with cognizance over the project
- Contact information (Name, Title, Agency/Company, Phone, and Email) of the COR, if applicable
- Signature by a Contracting Officer, Contracting Officer's Representative (COR), or Corporate Official for the ordering activity

L.5.2.3.1.1 Verification of Leading Edge Technology Relevant Experience Submission

In order to receive points for each submitted Leading Edge Technology Relevant Experience project, offerors must provide verification of all information included on the Section J.P-3, Relevant Experience (Leading Edge Technology) Project Template, through submission of the following documents:

- a. The completed Section J.P-3, Relevant Experience (Leading Edge Technology) Project Template must be signed by a Contracting Officer (CO) with cognizance over the submitted project. The citation must include the CO's point-of-contact information (POC) that includes direct telephone number and direct email address.

If access to the cognizant Contracting Officer is unattainable, the Government will accept the signature of the Contracting Officer's Representative (COR) directly associated with the project provided the following are submitted:

- (1) The COR and the cognizant CO's point-of-contact information (POC) with direct telephone numbers and email addresses.
- (2) COR email notification to the cognizant CO with completed J.P-3, Relevant Experience (Leading Edge Technology) Project Template. This email is to provide verification that the CO was made aware of the COR's concurrence with the J.P-3, Relevant Experience (Leading Edge Technology) Project Template.

For a Commercial project (non-government), the completed Section J.P-3, Relevant Experience (Leading Edge Technology) Project Template, must be signed by a Corporate Officer/Official of the customer with cognizance over the submitted project.

- b. Copy of original contract award document, this may include the following:
 - Standard Form (SF) 1449 – Solicitation/Contract/Order for Commercial Items – (Block 17a identifies the Prime Contractor, Block 9 identifies the U.S. Federal Government Agency, Block 3 identifies the Award/Effective Date, and Block 31c identifies the date the Contracting Officer signed)
 - SF 26 – Award/Contract – (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 3 identifies the Effective date, and Block 20C identifies the date the Contracting Officer signed)
 - SF 33 – Solicitation, Offer, and Award – (Block 15A identifies the Prime Contractor, Block 7 identifies the U.S. Federal Government Agency, and Block 28 identifies the date the Contracting Officer awarded/signed)
 - Department of Defense (DD) 1155 – Order for Supplies or Services (Block 9 identifies the Prime Contractor, Block 6 identifies the U.S. Federal Government Agency, Block 3 identifies the date of Order, and Block 24 identifies the Contracting Officer signature)
 - Optional Form 307 – Contract Award (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 2 identifies the Effective date, and Block 15C identifies the date the Contracting Officer signed)
 - GSA Form 300 – Order for Supplies and Services (Block 6 identifies the Prime Contractor, Block 10 identifies the U.S. Federal Government Agency, Block 1 identifies the Date of Order, and Block 26C identifies the date the Contracting Officer signed)

- Other Official Government Award Form not identified above (Must explicitly identify the Contractor, Government Agency, Order Number, Dollar Value, and the date the Contracting Officer awarded/signed)
 - Non-Government Award Form (Must explicitly identify the Contractor, Non-Government Customer, Dollar Value, and the date the customer awarded/signed)
- c. Copy of Contract Statement of Work - The Statement of Work (SOW) from the contract that describes the general scope, nature, complexity, and purpose of the supplies or services the customer acquired under the contract. Additionally, the Offeror must provide an index to, and identify by highlighting in yellow, those specific written passages in the SOW that support the claim of having performed the LET as determined by the Offeror's subjective review.
- d. **(OPTIONAL)** The Contract's Section B Supplies/Services & Prices or Costs Contract Line Items (CLINS) - If a LET is specifically and clearly called out in a single or in multiple CLINS, the Offeror may include that section of the contract and should highlight the relevant CLINS.

NOTE: If Attachment J.P-3, Relevant Experience (Leading Edge Technology) Project Template requires a signature for verification and is not signed by the appropriate party (or parties) as indicated throughout Section L, points shall not be earned.

L.5.2.3.2 Breadth of Leading Edge Technology Relevant Experience

The offeror will receive additional points for the greater number of Leading Edge Technology categories with demonstrated relevant experience. Additional scoring is available for the following levels of Leading Edge Technology relevant experience categories claimed:

- 2-4 Categories of Relevant Experience
- 5-7 Categories of Relevant Experience
- 8 or more Categories of Relevant Experience

Scoring for this element is only available for demonstrating relevant experience in multiple Leading Edge Technology categories listed in L.5.2.3.3. For example, experience in Big Data and Biometrics would qualify as two categories. Submitting two projects representing Big Data would only qualify as one category and those two projects alone would not meet the requirements of this section for additional scoring.

L.5.2.3.3 Leading Edge Technology Listing

1. Artificial Intelligence (AI)
2. Autonomic Computing
3. Big Data
4. Biometrics
5. Cloud Computing
6. Cyber Security
7. Health Information Technology (HIT)
8. Mobile IT
9. The Internet of Things (IoT)
10. Virtual Networking

Descriptions for the listed Leading Edge Technologies are provided in Section J.P-4, Leading Edge Technology Descriptions.

L.5.3 VOLUME 3 –PAST PERFORMANCE FOR RELEVANT EXPERIENCE PROJECTS

Past performance will be evaluated using projects submitted under L.5.2.2 PSC Group Relevant Experience. A past performance assessment must be submitted for each relevant experience project submitted under L.5.2.2. No Past Performance submissions are required or requested for any LET projects under L.5.2.3 Leading Edge Technology Relevant Experience. Acceptable forms of past performance assessments are detailed below in L.5.3.1 and L.5.3.2.

For the relevant past performance references, Offerors are strongly cautioned that inability of the Government to contact past performance references directly associated to any survey; or, in the case past performance information is not entered into the Past Performance Information Retrieval System (PPIRS) database; or, in the case of project(s) without a record of past performance, the Offeror will not be evaluated favorably or unfavorably on past performance.

Only in the event PPIRS information is not available will an Offeror be allowed to substitute a Past Performance Survey similar to the CPARS format. If PPIRS information is available for any given relevant project, it **must** be used for the Past Performance evaluation.

L.5.3.1 Past Performance ((PPIRS) information exists)

If the Government has **interim or final** ratings in PPIRS, the Offeror shall provide a copy of this rating with their proposal. The Government will retrieve past performance information from the PPIRS database that links to the Contractor Performance Assessment Reporting System (CPARS) in order to validate the Offeror's submission. For the purposes of this solicitation, the final past performance information will be used on a relevant experience project. If a final rating is not available, the most **current** past performance information will be used. Offerors are responsible for verifying whether past performance ratings exist in the PPIRS database prior to using Past Performance Surveys. **A finalized CPARS report may be submitted in lieu of PPIRS if a PPIRS report is not available.**

L.5.3.2 Past Performance (PPIRS information does not exist)

If the Government has not finalized past performance ratings in the PPIRS database that links to CPARS; or, if the project(s) are considered Non-U.S. Federal projects; the Offeror shall submit a certified Past Performance Survey using the template in Section J.P-5, "Past Performance Rating Form". No other format or additional proposal documentation will be considered.

Using the Past Performance Rating Form in Section J.P-5, the Offeror shall provide the survey directly to each of the references. The Past Performance Rating Form must be completed and signed by a Warranted Contracting Officer with cognizance over the submitted project. For a commercial project, the Past Performance Rating Form must be completed and signed by a Corporate Officer/Official of the customer with cognizance over the submitted project.

The Offeror shall instruct each rater to send a completed form directly back to the Offeror;

The Offeror must follow up with each rater to ensure the Past Performance Rating Forms were received and completed prior to the proposal closing date.

The Offeror must submit all Past Performance Rating Forms, as applicable, with their proposal submission.

In the event the evaluation team discovers misleading, falsified, and/or fraudulent past performance ratings, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal

submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

L.5.3.3 Negative Past Performance Narrative (Optional)

The offeror may submit a one page narrative to provide information on problems encountered on the submitted projects and the offeror corrective actions. This submission is not required but may be included to address past performance assessments where the majority of the rating elements are below satisfactory. The Government will consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

L.5.4 VOLUME 4 – SYSTEMS, CERTIFICATIONS, AND CLEARANCES

The following Systems, Certifications, and Clearances are not minimum or mandatory requirements; however, Offeror's who have these Systems, Certifications, and Clearances in place are considered more favorably. See Section M.6., Scoring Table.

NOTE: If any of these systems, certifications, or clearances reside at a different business entity than the Offeror's business entity within the same corporate structure, it is required that a completed Meaningful Relationship commitment letter is included in the proposal. (See Section L.5.1.4 Meaningful Relationship Commitment Letters for details.)

L.5.4.1 Cost Accounting System and Audit Information

If claiming credit for this scoring element, the Offeror must provide verification from the Defense Contract Audit Agency (DCAA), Defense Contract Management Agency (DCMA), or any Cognizant Federal Agency (CFA) of an acceptable accounting system that has been audited and determined adequate for determining costs applicable to the contract or order in accordance with FAR 16.301-3(a)(3). The offeror must certify that there have been no material changes to the accounting system since the last audit of its accounting system.

Offerors shall provide the DUNS and CAGE Code of the Business Entity that is being credited, and name, address, phone number, and email of the representative at their cognizant DCAA and DCMA Offices or CFA and submit, if available, a copy of a Pre-Award Survey of Prospective Contractor Accounting System (SF 1408). In lieu of the SF 1408 the offeror may submit a letter received from the auditing agency, on auditing agency letterhead, from DCAA, DCMA, or CFA indicating unequivocally that the offeror's accounting system was audited and determined adequate for cost reimbursement contracting. If both the SF 1408 and auditing agency letter exists, submit both with the offer.

If an Offeror(s) does not have audit verification of an adequate accounting system to submit, but is certain its accounting system has been audited and determined adequate in accordance with FAR 16.301-3(a)(3), GSA will contact the Cognizant auditing representative office, that was provided, to verify. It is the Offerors responsibility to provide the Government current and correct contact information. If after reasonable efforts the Government is unable to obtain audit verification from the contact provided, points for an adequate accounting system cannot be earned.

GSA's GWAC PROGRAM OFFICE WILL NOT SPONSOR a "Pre-Award Survey of Prospective Contractor Accounting System (Pre-Award Survey)" or an Adequacy determination on behalf of any Offerors for scoring purposes. Therefore, a Pre-Award Survey submitted without an Adequacy determination will not earn points in this scoring element.

~~For audit verification documents older than five years, offerors must supplement their submission with self-evaluations of their accounting systems and include an audit by an independent certified public accountant (CPA) of their choosing indicating that there have not been material changes to the offeror's~~

~~accounting system (as defined in FAR 16.301-3(a)(3)) since the time of the DCAA/DCMA/CFA audit. Without these verification documents, the Offeror will not earn points in this scoring element.~~

If an Offeror does not have federal cost-reimbursement contract experience with any verification from the DCMA or CFA, the Offeror will not earn points in this scoring element. However, the Offeror's proposal will still be considered.

L.5.4.2 Approved Purchasing System

If claiming credit for this scoring element, the Offeror must provide verification from the Defense Contract Management Agency (DCMA), or any Cognizant Federal Agency (CFA) of an approved purchasing system for compliance in the efficiency and effectiveness with which the Contractor spends Government funds and compliance with Government policy when subcontracting.

Verification requirements include a copy of the Offeror's official Contractor Purchasing System Review (CPSR) report, if available and/or official letterhead from DCMA or CFA verifying the approval of the purchasing system. The CPSR should be no older than 5 years. If the CPSR is older than five years, the Offeror will not earn points in this scoring element.

The Offeror shall provide the DUNS and CAGE Code of the Business Entity that is being credited, and POC information that includes the name, address, phone number, and email of the representative at their Cognizant DCMA or CFA that determined approval.

The offer shall make reference to the page number and paragraph of the CPSR audit or letter that determined the approval of the purchasing system.

L.5.4.3 Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, and/or Approved Billing Rates

If claiming credit for this scoring element, the Offeror must provide current verification from the Defense Contract Audit Agency (DCAA), or Defense Contract Management Agency (DCMA), or any Cognizant Federal Agency (CFA) of Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations, and/or Approved Billing that have been audited and determined acceptable for generating estimates of costs and other data included in proposals submitted to customers.

Verification requirements include a copy of the Offeror's official FPRA, FPRR, Approved Billing Rates, audit report and audit report number from DCAA, DCMA, or CFA identifying the rates in the FPRA, FPRR, and/or Approved Billing Rates.

The Offeror shall provide the DUNS and CAGE Code of the Business Entity that is being credited, and POC information that includes the name, address, phone number, and email of the representative at their Cognizant DCAA, DCMA, or CFA that determined approval.

The offer shall make reference to the page number and paragraph of the audit report or letter that sets forth the FPRA, FPRR, and/or Billing Rates.

L.5.4.4 Earned Value Management Systems (EVMS)

If claiming credit for this scoring element, the Offeror must provide verification of their EVMS ANSI/EIA Standard-748.

Verification requirements include a copy of the Offeror's official audit report from Defense Contract Management Agency (DCMA) or other Cognizant Federal Agency (CFA), as applicable.

The Offeror shall provide the DUNS and CAGE Code of the Business Entity that is being credited, and POC information that includes the name, address, phone number, and email of the representative at DCMA or CFA that determined approval.

The offer shall make reference to the page number and paragraph of the audit report or letter that determined the approval of the EVMS ANSI/EIA Standard-748.

L.5.4.5 Acceptable Estimating System

If claiming credit for this scoring element, the Offeror must provide verification from the Defense Contract Audit Agency (DCAA), or Defense Contract Management Agency (DCMA), or Cognizant Federal Agency (CFA) of an estimating system that has been audited and determined acceptable for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards.

Verification requirements include a copy of the Offeror's official audit report, if available and/or official letterhead from DCAA, DCMA, or CFA verifying the acceptability of the estimating system.

The Offeror shall provide the DUNS and CAGE Code of the Business Entity that is being credited, and POC information that includes the name, address, phone number, and email of the representative at DCAA, DCMA, or CFA that determined approval.

The offer shall make reference to the page number and paragraph of the audit report or letter that verifies the adequacy of the estimating system.

L.5.4.6 CMMI Certification

If claiming credit for this scoring element, the Offeror must provide verification of a CMMI Maturity Level 2 or higher.

CMMI Representations may be "Staged" or "Continuous". Maturity Levels are based on "Staged" representations. Offerors who are following a continuous representation may present an equivalent capability level to maturity level 2 for point consideration. In accordance with the CMMI model, any Offeror following a continuous representation must present a CMMI evaluation revealing all process area ratings of Level 2 or higher. Additionally, Offerors who are following a continuous representation may receive fewer, but additional points for presenting milestones towards full Maturity Level 2 or higher Equivalency by presenting a CMMI evaluation revealing 50% or more of their process area ratings to be Level 2 or higher.

The certification can be for models Development and/or Services. The Offeror shall only receive points for certifications at the highest level achieved in either the Development or the Services model, whichever model is higher. The Offeror must provide the certification as verification requirements including a copy of the Offeror's official certification from a CMMI Institute Certified Lead Appraiser.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the CMMI Maturity Level.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the CMMI Maturity Level.

L.5.4.7 ISO 9001 Certification

Definition: ISO 9001 is a quality management system developed by the International Organization for Standardization. ISO 9001 ensures that customers get consistently good quality products and services. This standard is based on quality management principles including a strong customer focus, the

motivation and implication of top management, and continual process improvement. An ISO 9001 certified organization must perform audits on its quality management system. The audits can be performed either through an independent certification body or by having the organization's clients audit the quality system to verify that it is in conformity to the standard. Any deficiencies identified in the audit must be corrected to obtain the ISO 9001 certification.

If claiming credit for this scoring element, the Offeror must provide verification of a current ISO 9001 Certification.

Verification requirements include a copy of the Offeror's official certification from an approved current ISO 9001 certification body.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 9001 Certification.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the ISO 9001 Certification.

L.5.4.8 ISO 20000 Certification

Definition: ISO/IEC 20000 is the international standard specifically for an IT Service Management System consisting of an integrated set of processes for the effective delivery of services to the business and its customers. The APM Group Ltd. owns and manages the certification process.

ISO/IEC 20000 consists of several parts:

- The ISO/IEC 20000-1:2011 (Part 1) specification defines the requirements for a service management system. The scope includes:
 - General requirements for a service management system
 - Design and transition of new or changed services
 - Service delivery process
 - Relationship processes
 - Resolution processes
 - Control processes
- ISO/IEC 20000-2:2012 (Part 2) guides the application of service management systems, including best practices for service management processes.
- ISO/IEC TR 20000-3 (Part 3) guides the scope definition and applicability of Part 1.

If claiming credit for this scoring element, the Offeror must provide verification of ISO 20000 Certification.

Verification requirements include a copy of the Offeror's official certification from an approved ISO 20000 certification body.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 20000 Certification.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the ISO 20000 Certification.

L.5.4.9 ISO/IEC 27000

Definition: ISO/IEC 27000 is part of a growing family of ISO/IEC Information Security Management Systems (ISMS) standards, the 'ISO/IEC 27000 series'. ISO/IEC 27000 is an international standard entitled: Information technology — Security techniques — Information security management systems — Overview and vocabulary.

The standard was developed by sub-committee 27 (SC27) of the first Joint Technical Committee (JTC1) of the International Organization for Standardization and the International Electrotechnical Commission.

If claiming credit for this scoring element, the Offeror must provide verification of ISO/IEC 27000 Certification.

Verification requirements include a copy of the Offeror's official certification from an approved ISO/IEC 27000 certification body.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO/IEC 27000 Certification.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the ISO/IEC 27000 Certification.

L.5.4.10 Facility Clearance Level (FCL)

If claiming credit for this scoring element, the Offeror must identify their Government Facility Clearance Level (FCL) on the Document Verification and Self Scoring Worksheet in Section J.P-1.

Offerors shall submit a letter signed by their Facility Security Officer identifying the Offeror's CAGE code, Facility Clearance Level (FCL) and cognizant security office, such as the Defense Security Service (DSS) Office, verifying that a facility clearance (secret, top secret or higher) has been granted. **In lieu of a letter, Offerors may provide a screen print of their information from the Industrial Security Facilities Database (ISFD). An interim FCL approval is acceptable.** GSA will verify the claimed FCL with DSS. GSA will not sponsor Offerors for any type of security clearances.

L.5.5 VOLUME 5 – ORGANIZATIONAL RISK ASSESSMENT

L.5.5.1 Organizational Risk Assessment

Within the J.P-1 Document Verification and Self Scoring Worksheet, the offeror shall identify if it has previously performed in the same business arrangement as proposed.

A "business arrangement", for the purposes of this evaluation factor, is defined as 1) an individual company, 2) a joint venture, or 3) a prime contractor and its proposed first tier subcontractor team.

"Previously performed", for the purposes of this evaluation factor, is defined as actual performance on a contract or order that took place before the issuance of the A2SB solicitation.

A business arrangement is considered to have previously performed if **one of the following applicable conditions is met:**

1. An individual company (that is not proposing as part of a joint venture or with a team of subcontractors)
2. A joint venture has previously performed work on a contract or order
3. Each proposed subcontractor has previously performed on a contract or order as a subcontractor to the offering prime contractor.

No additional verification is required for an individual company offering as itself.

Previous performance for joint ventures or a prime contractor with a proposed first tier subcontractor team must be verified through submission of

- the contract or order for which the work was performed and
- evidence of the business arrangement such as
 - a joint venture agreement that identifies all members or

- a copy of the subcontract(s)

Scoring for this element is only available for demonstrating that the offeror has previously performed in the proposed business arrangement.

L.5.6 VOLUME 6 – COST/PRICE

L.5.6.1 Basis of Estimate

While the PCO anticipates that pricing for this acquisition will be based on adequate price competition and therefore does not require submission or certification of cost or pricing data, Offerors are cautioned to provide clear and concise explanations of their pricing methodology and their labor and burden estimating practice. Offerors are cautioned against unbalanced and unrealistic pricing.

The Basis of Estimate shall only encompass the “Continental United States (CONUS),” defined as the 48 contiguous states plus the District of Columbia, and should reflect a clear understanding of work to be performed, take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

(a) Offerors shall submit the following statement:

This proposal reflects our estimates and/or actual costs of the date of proposal submission. By submitting this proposal, we grant the PCO and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3.

(b) Offerors shall submit supporting documentation for the basis of direct labor, labor escalation, and each indirect cost consistent with their organization’s cost accounting systems and, if applicable, provisional billing rates and forward pricing rate agreements. If an Offeror does not currently have employees to fulfill the duties under a labor category or labor categories, the Offeror must explain its methodology for establishing Prime Contractor labor rates for such categories. Identifying specific subcontractors and separate subcontractor pricing shall not be included in the Basis of Estimate.

(1) Direct Labor –

(i) Offerors shall state the methodology used in computing the direct labor rate composite and explain how the proposed direct labor rates were derived. CAUTION: See **L.5.6.2.1** for information pertaining to this topic.

(2) Indirect Costs –

(i) Offerors shall state the methodology used in computing their organization’s indirect costs (i.e., Fringe Benefits, Overhead, and G&A) applied to Direct Labor and explain how the indirect costs were derived.

(ii) Offerors shall state the methodology used in computing their organization’s indirect costs (i.e., G&A, and/or material handling, and/or subcontract handling) applied to Other Direct Costs (i.e., Subcontracts, Materials, and Travel) and explain how the indirect costs were derived. CAUTION: See **L.5.6.2.2** for information pertaining to this topic.

(3) Profit –

(i) Offerors shall state the methodology used in computing their organization’s proposed profit and explain how profit was derived. CAUTION: See **L.5.6.2.2** for information pertaining to this topic.

(ii) Offerors shall answer the following question: *Is this proposal consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles?* If not, provide an explanation.

L.5.6.2 Cost/Price Methodology and Instructions

For Cost/Price proposals, Offerors shall use the Microsoft Excel Spreadsheet in Section J.P-8, entitled, "Cost/Price Template", which consists of 15 years of Government-Site (Tab 1) and 15 years of Contractor-Site pricing (Tab 2). This 15 years constitutes the 5 year base and 5 year option period of the Alliant 2 Small Business GWAC, plus an additional 5 years to cover any Task Order that has a term beyond the Basic Term plus the Option.

The Offeror shall propose ceiling rates for T&M/L-H task orders by completing the Cost/Price Template as instructed in L.5.5.2.3. These ceiling rates are to be based upon the highest qualified employee within a given labor category, working in the highest paid area within CONUS, on a highly complex requirement, excluding Top Secret/SCI/or higher.

Offerors shall only provide the ceiling rates for Year 1 of the contract with an estimated start date of October 1, 2017. Ceiling rates for Years 2 through 10 (which includes the years 2 through 5 of the initial base period and the 5-year option period) will automatically be calculated for each labor category by an escalation factor embedded in the spreadsheet. **Offerors shall not change the escalation factor in the spreadsheet.** This escalation factor is determined by the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) and is based on the average annual BLS ECI for the previous three years from the date the Alliant 2 Small Business GWAC solicitation is issued. The current BLS ECI 3 year average is 1.93%. As indicated in Section B.11.5.1, an economic price adjustment will be made for the option period pricing utilizing the average annual BLS ECI for the previous three years from the date of the option period start date.

Keep in mind, in accordance with Section B.11.5.1, Alliant 2 Small Business GWAC will only establish maximum rates for T&M/LH task orders/CLINs, therefore, the proposed ceiling rates do not apply to fixed-price or cost-reimbursement type task orders. The OCO has the flexibility to exceed these rates, but are cautioned only to do so when justified, such as for requirements requiring special security clearance or OCONUS related work.

L.5.6.2.1 Direct Labor Rates

Direct Labor Rates are labor rates that are not burdened with indirect rates such as Fringe Benefits, Overhead, General and Administrative expenses, and/or Profit.

As provided in Section J.P-6, "Direct Labor Rate Ranges", for each Alliant 2 Small Business GWAC labor category that was mapped to a Standard Occupational Classification (SOC) System occupation, the BLS provides a National 50th Percentile estimate, a National 75th Percentile estimate, and a National 90th Percentile estimate for direct labor rates. Also identified are the States where each occupation is paid the highest. The BLS also provides a State 50th Percentile estimate, a State 75th Percentile estimate, and a State 90th Percentile estimate for each SOC in each state in the United States. The BLS caps direct labor rates at \$90/hour, however, where the \$90/hour cap was found, mathematical extrapolation was performed to calculate direct labor guidelines.

For most of the Alliant 2 Small Business GWAC labor categories in Section J.P-6, the "low" end of the direct labor rate range is the National estimate and the "high" end of the direct labor rate range is the estimate data for the State identified as the highest paid.

While Offerors are free to submit whatever direct labor rates they see fit, Offerors are encouraged to propose a direct labor rate for each Alliant 2 Small Business GWAC labor category within the ranges provided in Section J.P-6. If the Offeror's proposed direct labor rate is either lower or higher than the provided range, the Offeror's pricing may be deemed to be **not** fair and reasonable.

Caution: Offerors are strongly advised to provide clear and convincing rationale to support a lower or higher direct labor rate **outside** the ranges in Section J.P-6, otherwise the proposed direct labor rate will not be considered fair and reasonable and the Offeror would not be eligible for award regardless of technical score.

L.5.6.2.2 Indirect Rates/Profit

For each Indirect rate, Offeror's shall propose indirect rates according to their most current DCAA/DCMA approved billing rates and/or forward pricing rate recommendations and/or agreements, if available. If an Offeror does not have DCAA/DCMA approved billing rates and/or forward pricing rate recommendations and/or agreements, Offerors should provide indirect rates generated from their acceptable accounting system.

Caution: Offerors are strongly advised to provide clear and convincing rationale to support indirect rates not generated from their acceptable accounting system, otherwise the proposed indirect rate may not be considered fair and reasonable and the Offeror may not be eligible for award regardless of technical score.

For Profit, Offeror's shall consider the risk under a T&M/L-H type task order.

Caution: Offerors are strongly advised to provide clear and convincing rationale to support a profit rate that **exceeds 7.5%** otherwise the proposed profit rate may not be considered fair and reasonable and the Offeror would not be eligible for award regardless of technical score.

"Note: Offerors should provide clear and convincing rationale to support a profit rate that **exceeds 7.5% as fair and reasonable.**

L.5.6.2.3 Cost/Price Template Instructions

The following instructions apply for completion of the Cost/Price Template provided in Section J.P-8. Offerors are reminded that they must complete both tabs, Government Site and Contractor Site.

Enter the Offeror Name in Row 4. For each labor category, the Offeror shall provide a cost element breakdown of Direct Labor, Fringe Benefits, Overhead, General and Administrative (G&A), and Profit that provides a single loaded hourly labor maximum rate.

All percentages and rates shall be rounded to two decimal places.

Column A	This column is restricted. Offerors shall not make entries in this column. This column contains the Labor ID# for Government-Site work and for Contractor-Site work.
Column B	This column is restricted. Offerors shall not make entries in this column. This column contains the Labor Category Description. Definitions to these labor categories are provided in Section J-3.
* Column C	Enter direct labor rates for each labor category listed in Column B. Direct labor rate ranges are provided in Section J.P-6.
* Column D	Enter the Fringe Benefits percentage under Column D, Row 7.
* Column E	Enter the Overhead percentage under Column E, Row 7.
* Column F	Enter the G&A percentage under Column F, Row 7.

* Column G	Enter the Profit percentage under Column G, Row 7.
* Column's H through V	These columns are restricted. Offeror's shall not make entries in this column. The escalation factor is based on the average annual Bureau of Labor Statistics Employment Cost Index for the previous three years at the time the final solicitation is posted in fbo.gov. The Offeror shall not make any changes to the cost index (See Section B.11.5.1).

* **Note:** Offeror's with a different indirect rate structure than that identified in Columns D through F may adjust their columns accordingly. Furthermore, Offeror's with a different indirect structure for certain labor categories may adjust the rows and columns accordingly. For example, if an Offeror adds Facilities Capital Cost of Money to their indirect structure and columns H through V becomes columns I through W that is acceptable.

L.5.7 VOLUME 7 – RESPONSIBILITY

To be eligible for award, the Offeror must follow the directions and submit the following information under **Volume 7** – Responsibility.

In accordance with FAR Part 9, Offerors that are not deemed responsible will not be considered for award. A satisfactory record of integrity and business ethics is required.

In making the determination of responsibility, information in the Federal Awardee Performance and Integrity Information System (FAPIIS), exclusions denoted in the System for Award Management (SAM) - Offeror's Representations and Certifications, the Offeror's qualification and financial information (GSA Form 527), and any other pertinent data will be considered.

L.5.7.1 Financial Resources

To be determined responsible, a prospective Contractor must have adequate financial resources to perform the contract, or the ability to obtain them.

The Offeror shall complete and submit a GSA Form 527, Contractor's Qualification and Financial Information, located at www.gsa.gov/forms. If the fill in portion of the form does not accommodate your information, please manually write in the required information. **All** forms must be signed by an authorized official at the bottom of page 6.

For Offerors proposing as an unpopulated joint venture, financial responsibility documents required by Volume 7 must be submitted for each member of the joint venture. For populated joint ventures, financial responsibility documents required by Volume 7 must be submitted for the joint venture itself.

For Offerors proposing subcontractors, the GSA Form 527 and all attachments must be provided by the Offeror and all proposed subcontractors. Determinations of prospective subcontractor responsibility may affect the Government's determination of the prospective prime contractor's responsibility.

The following instructions are provided for the GSA Form 527 and attachments.

NOTE: The GWAC PCO will provide the information to GSA financial analysts who may contact an Offeror after their initial financial review for clarification or additional information, if necessary.

Section I – General Information

- Complete all applicable sections

- **Block 1A:** For Offerors, the full name of the legal bidding entity that will be signing the contract with GSA as submitted on the SF Form 33. In the case of joint venture members and subcontractors in a prime/subcontractor CTA, the full name of the legal entity. **This must match the Articles of Incorporation/Organization and/or Name Change Amendments that are filed with the State that identify the current Legal Name of the Company. Otherwise, the entire form may be rejected.**
- **Block 6:** This is asking whether the legal bidding entity uses a DBA, trade name, fictitious name trademark, etc., for business purposes.
- **Block 13:** Non-disclosure of this information is a more significant negative factor than not reporting the items listed.

Section II - Government Financial Aid and Indebtedness

- Please complete all applicable sections.
- You must answer 14A, 14B, 15A and 16.

Section III – Financial Statements and Section IV Income Statements

- Block 20: Check the applicable boxes to show whether the figures are in "Actual", "Thousands" or "Millions."
- **Blocks 24-28: Submit the last full fiscal year statement and subsequent interim statements. You must attach the financial and interim statements rather than write the figures on the GSA Form 527 – Page 2.** Make sure that the full name of the legal bidding entity or parent is in the heading of the financial statements. In addition, the completed Balance Sheet dates and the complete dates of the period covered by the Income Statement must correspond to the Offeror's fiscal year cycle.
- *NOTE: To those who use QuickBooks software*

The Income Statement defaults to a month/year format for all versions of this software that precedes 2009. The complete dates of the period covered by the Income Statement must be submitted (i.e. January 1, 2013 to December 31, 2014). In addition, the older versions show an account called "Opening Bal Equity" in the Balance Sheet's Equity section. Please determine what accounts those funds belong in and transfer them to the correct account.

Section V – Banking and Finance Company Information

- Please complete all applicable sections; however, if your company has a prepared list of bank and trade references, you may attach it to the GSA Form 527 instead of completing this section.

Section VI – Principal Merchandise or Raw Material Supplier Information

- Leave this Section Blank.

Section VII – Construction/Service Contracts Information

- Leave this Section Blank.

Section VIII – Remarks

- Provide remarks as applicable.

Certification

- The Name of Business must correspond to the official legal bidding entity on the SF 33.
- Provide Name, Title, Signature, and Date of Authorized Official.

(END OF SECTION L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/far/>

CLAUSE #	CLAUSE TITLE	DATE
52.217-5	Evaluation of Options	JUL 1990

M.2. BASIS FOR AWARDS

The source selection process on the Alliant 2 Small Business GWAC will neither be based on the Lowest Price Technically Acceptable (LPTA) nor Tradeoffs. Within the best value continuum, FAR 15.101 defines best value as using any one or a combination of source selection approaches. For the Master Contract, the Highest Technically Rated Offerors with a Fair and Reasonable Price will determine the best value basis for contract awards.

The Highest Technically Rated, Fair and Reasonable Price approach will best achieve the objective of awarding contracts to Offerors of Information Technology Services Solutions expertise with qualities that are most important to GSA and its agency customers, including Past Performance, Relevant Experience, and Systems, Certifications and Clearances.

The GWAC Program will issue Multiple Awards to a maximum of 80 contractors. Even if there is a single point difference between Offeror 80 and Offeror 81, only the Offeror in the 80th position will receive an award. In the event of a tie at the maximum number 80 position, all Offerors tied at the 80th position will receive an award. NOTE: A tie is determined exclusively at the 80th position when two or more Offerors' receive an identical score. If a tie score occurs at any other position before the 80th position, the tie does not result in two or more Offerors holding that same numbered position. For example, if two Offerors reach an identical score at the 39th available position, one tied Offeror will take the 39th position and the second tied Offeror moves into the 40th position.

The Government will strictly enforce all of the proposal submission requirements outlined in Section L. Failure to comply with these requirements will result in an Offeror's proposal being rejected as being materially non-conforming to solicitation requirements.

The Government intends to award contracts without discussions. Initial proposals must contain the best offer. The Government may conduct clarifications, as described in FAR 15.306(a). The Government reserves the right to conduct discussions if determined necessary.

M.3 SCREENING AND EVALUATION PROCESS

The first step in the evaluation process will be to order the offers from highest score to lowest score solely using the offeror's Document Verification and Self Scoring Worksheet (Section J.P-1).

At this point the evaluation team will establish the preliminary top 80, hereafter referred to as Top 80. A screening process of the Top 80 will commence to verify that a support document exists for all the

evaluation elements in accordance with the Offeror's Document Verification and Self Scoring Worksheet submitted in accordance with Section J.P-1. Any discrepancies will be treated as clarifications.

The evaluation team will then initially verify that those top offerors up to a maximum of 80 awards have also successfully passed all of the Acceptability Review requirements in Section M.4 of the solicitation.

Any Offeror in the Top 80 based upon score, who fails the Acceptability Review, will be removed from consideration for award and notified, in writing, as soon as practicable. The next highest rated Offeror(s) (based upon score) who passes the Acceptability Review shall be added in the eliminated Offerors place. Only Offerors who initially pass all the criteria in the Acceptability Review in accordance with Section M.4. shall be considered eligible for award.

Following the Acceptability Review screening, the evaluation team will then evaluate and verify the support documentation for each and every evaluation element that the Top 80 have stated in the Offeror's Document Verification and Self Scoring Worksheet (Section J.P-1).

In the event that an evaluation element claimed is unsubstantiated or otherwise not given credit for, the Offeror's preliminary score shall have the point value of the refuted evaluation element deducted and the Offeror will be re-sorted based upon the revised preliminary score. If the Offeror remains in the Top 80 the evaluation of the offer shall continue. If the Offeror does not remain in the Top 80, the evaluation for that offer will stop and the next highest rated Offeror (based upon score) who passes the Acceptability Review shall be added to the Top 80 and evaluation shall begin on that offer.

Once the Top 80 highest scored offers have been evaluated and validated, the evaluation team will then check to verify that these Offerors have proposed fair and reasonable pricing. In the event that an Offeror has not provided fair and reasonable pricing, the Offeror shall be eliminated from further consideration for award unless discussions are conducted. However, the Alliant 2 Small Business GWAC CO plans on basing award on initial proposals and does not intend on conducting discussions as stated in Section M.2.

The evaluation process shall continue this cycle until the Top 80 apparent successful Offerors are identified that represent the highest technically rated offers (based on validated scores) with a fair and reasonable price. In the event of a tie at the position of number 80, all Offerors tied for this position shall receive a contract award. As stated in M.2 above, even if there is a single point difference between Offeror 80 and Offeror 81, only the Offeror in the 80th position will receive an award.

Once the Top 80 have been accomplished, evaluations will cease and contract awards will be issued.

In the event the evaluation team discovers misleading, falsified, and/or fraudulent proposal information or support, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

M.4 ACCEPTABILITY REVIEW

Offerors that initially pass all the criteria in the Acceptability Review will be further evaluated in accordance with Section M.5, including the evaluation for fair and reasonable pricing in accordance with Section M.7.

Offerors who fail any of the criteria listed in the Acceptability Review will be removed from consideration for award and notified, in writing, as soon as practicable.

M.4.1 VOLUME 1 – General

The Offeror's SF 33, Document Verification and Self Scoring Worksheet, Meaningful Relationship Commitment Letters (if applicable), Existing Joint Venture/Partnership (if applicable), Professional

Employee Compensation Plan, and Uncompensated Overtime Policy will be evaluated on a pass/fail basis regarding whether the requested proposal submission information meets the criteria for the information requested in Section L.5.1 and is current, accurate, and complete.

M.5 TECHNICAL EVALUATION

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Sections L.5.2, L.5.3, L.5.4, and L.5.5.

Offerors who meet the acceptability review in accordance with Section M.4. will be evaluated for claimed points in accordance with the following Sections and Section M.6., Scoring Table.

M.5.1 VOLUME 2 – Relevant Experience Projects

M.5.1.1 PSC GROUP RELEVANT EXPERIENCE

For each PSC Group relevant experience project submitted, the Offeror will receive points if the project demonstrates the claimed PSC Code from Group One, Group Two, or Group Three, as described in Section L.5.2.2. PSC Codes associated to the project must correlate directly to any of the PSC Codes within these three respective groups as identified in Section L.5.2.2.7.

A total of seven (7) projects may be submitted for PSC Group Relevant Experience. The maximum number of projects that may be submitted for each PSC Group are as follows:

- a. PSC Group One - No more than four (4) projects
- b. PSC Group Two - No more than two (2) projects
- c. PSC Group Three - No more than one (1) project

M.5.1.1.1 PSC Group Relevant Experience Project Size and Complexity

For a maximum of three (3) PSC Group relevant experience projects submitted, using the same calculation methods in Section L.5.2.2., the Offeror will receive additional points in accordance with Section M.6, Scoring Table, if the project value meets or exceeds the following:

- Project Value is greater than or equal to \$2 Million but less than \$5 Million
- Project Value is greater than or equal to \$5 Million but less than \$15 Million
- Project Value is greater than or equal to \$15 Million

M.5.1.1.2 PSC Group Relevant Experience Project - Demonstrating Experience with Multiple Federal Government Customers

The offeror will be rated more favorably with additional points for the greater number of Customer Agencies with demonstrated relevant experience as described in L.5.2.2.3.

M.5.1.1.3 PSC Group Relevant Experience Project with Cost-Reimbursement

For a maximum of Two (2) PSC Group relevant experience projects submitted, the Offeror will receive additional points if the projects are United States Federal Government Cost-Reimbursement, specifically any of the cost-reimbursement contract types specified under FAR Subpart 16.3. See Section M.6., Scoring Table.

M.5.1.1.4 PSC Group Relevant Experience - Fair Opportunity Task Order Award Against a MA/IDIQ Contract

For a maximum of two (2) PSC Group relevant experience projects submitted, the Offeror will receive additional points if the projects are for a United States Federal Government Agency and are task orders awarded against a Multiple Award Indefinite Delivery Indefinite Quantity (MA/IDIQ) contract that provided for fair opportunity (competed) under FAR part 16.505. See Section M.6., Scoring Table.

M.5.1.1.5 PSC Group Relevant Experience Project in a Foreign Location

For a maximum of one (1) PSC Group relevant experience project submitted, the Offeror will receive additional points if the project involved work in a foreign location (as defined in L.5.2.2.6). Official Government Temporary Duty Assignments (TDY) do NOT count toward points for foreign locations. See Section M.6., Scoring Table.

M.5.1.2 Leading Edge Technology Relevant Experience Projects

For each Leading Edge Technology relevant experience project submitted, the Offeror will receive points if the project demonstrates the claimed Leading Edge Technology, as described in Section L.5.2.3.

No more than three projects may be submitted for credit for each Leading Edge Technology listed in L.5.2.3.3. Therefore, no more than thirty (30) projects may be submitted for L.5.2.3.

Offerors will be rated more favorably with additional points for each individual Leading Edge Technology Relevant Experience above one.

M.5.1.2.1 Breadth of Leading Edge Technology Relevant Experience

The offeror will be rated more favorably with additional points for the greater number of Leading Edge Technology categories with demonstrated relevant experience as described in L.5.2.3.2.

M.5.2 VOLUME 3 – Past Performance

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.5.3. The Offeror will be evaluated on overall ratings earned for each past performance assessment submitted, e.g. PPIRS Report or J.P-5 Past Performance Rating Form.

For any proposals that do not include a past performance assessment for each PSC Project, GSA will attempt to obtain a past performance assessment from PPIRS or the provided reference.

Inability of the Government to contact past performance references directly associated to any survey may result in the survey not being evaluated favorably or unfavorably on past performance. Furthermore, the offeror will not be evaluated favorably or unfavorably on past performance in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available.

M.5.2.1 Evaluation Ratings for PSC Project Past Performance Submissions

Each past performance assessment submitted will be scored as either Positive or Negative:

1. **POSITIVE** = Any overall PSC Project performance rating equal to or greater than a Satisfactory, including Very Good and Excellent. Maximum points are earned for a single past performance assessment.
2. **NEGATIVE** = Any overall PSC Project performance rating less than a Satisfactory, including Marginal and Unsatisfactory. No points are earned for a single past performance assessment.

Positive past performance is defined as receiving a satisfactory or greater rating for the majority of rating elements on a PSC Project.

M.5.2.2 Points Assigned to PSC Project Past Performance Assessments

Offerors will be scored in accordance with Section M.6., Scoring Table. Each past performance assessment will be scored as Positive or Negative. Past performance projects receiving a positive rating will earn the maximum points available based on the total number of past performance assessments submitted. Zero points will be earned for a negative rating.

If the Offeror is submitting less than seven PSC Projects, or a past performance assessment is unable to be obtained for a submitted PSC Project, the per project point values will be adjusted to equal the maximum points possible for this factor.

A total of 17,500 Points are designated to this Past Performance evaluation factor, regardless of the number of past performance assessments received. The points available per assessment is dependent upon the number of assessments received. For example, if 7 assessments are received, each assessment will be worth 2,500 points. If 4 assessments are received, each assessment will be worth 4,375 points. In either situation, a total of 17,500 points are available for this factor.

The following table details the points available per assessment based upon the total number of assessments received:

# of Past Performance Assessments Received	7	6	5	4	3	2	1
Points for Positive Assessment	2500	2917	3500	4375	5833	8750	17500
Points for Negative Assessment	0	0	0	0	0	0	0

M.5.3 VOLUME 4 – Systems, Certifications, and Clearances

If the Offeror chooses to submit Systems, Certifications, and Clearances, the Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.5.4.

Offerors who have Systems, Certifications, and Clearances will receive additional points in accordance with Section M.6., Scoring Table.

All Systems, Certifications, and Clearances are not minimum or mandatory requirements; however, Offeror's who have these Systems, Certifications, and Clearances in place are considered more favorably in accordance with Section M.6., Scoring Table.

Certifications and clearances with multiple levels are not cumulative and shall only receive points for the highest level achieved, e.g., if the offeror has CMMI Level 3 they would not receive points for Level 2, only Level 3.

M.5.4 VOLUME 5 – Organizational Risk Assessment

M.5.4.1 Organizational Risk Assessment

As described in L.5.5, the offeror will be rated more favorably with additional points for demonstrating that it has previously performed in the proposed business arrangement. See Section M.6., Scoring Table.

M.6 SCORING TABLE

ALLIANT 2 SMALL BUSINESS PROPOSAL EVALUATION POINT VALUES					
Section	Element	Point Value	Number of Potential Occurrences	Total Max Points Per Element	Max Point Value
L.5.2.	VOLUME 2 – RELEVANT EXPERIENCE				
L.5.2.2	Relevant Experience under PSC Groups:				
	PSC Group One	3,000	4	12,000	
	PSC Group Two	2,000	2	4,000	
	PSC Group Three	1,000	1	1,000	17,000
L.5.2.2.2	PSC Group Relevant Experience Project Size & Complexity (Limited to a maximum of 3 projects):				
	Project value is between \$2 Million and \$5 Million	500	3	1,500	
	Project value is between \$5 Million and \$15 Million	1,000		3,000	
	Project value is greater than \$15 Million	1,500		4,500	4,500
L.5.2.2.3	PSC Group Relevant Experience - Multiple Agency Awards:				
	Each separate and distinct federal agency represented in the PSC Group Relevant Experience projects	500	7	3,500	3,500
L.5.2.2.4	Cost Reimbursement Projects:				
	Contract Type is predominately Cost-Reimbursement (includes all Cost type under FAR 16.3) (Limited to 2 out of 7 projects for scoring purposes only)	2,000	2	4,000	4,000
L.5.2.2.5	Fair Opportunity Task Order Award against an MA/IDIQ Contract:				
	Project is for a US Federal Government Agency and is a task order awarded against a MA/IDIQ contract that provided for fair opportunity (competed) under FAR Part 16.505. (Limited to 2 out of 7 projects for scoring purposes only)	1,500	2	3,000	3,000
L.5.2.2.6	PSC Group Relevant Experience Project in a Foreign Location				
	Project includes work in a foreign location (Limited to 1 out of 7 projects for scoring purposes only)	1,500	1	1,500	1,500
L.5.2.3	Leading Edge Technology Relevant Experience Projects:				
	LET1 - Artificial Intelligence (AI)	1st - 100 2nd - 200 3rd - 300	3	600	
	LET2 - Autonomic Computing	1st - 100 2nd - 200 3rd - 300	3	600	
	LET3 - Big Data	1st - 100 2nd - 200 3rd - 300	3	600	
	LET4 - Biometrics	1st - 100 2nd - 200 3rd - 300	3	600	

	LET5 - Cloud Computing	1st - 100 2nd - 200 3rd - 300	3	600	
	LET6 - Cyber Security	1st - 100 2nd - 200 3rd - 300	3	600	
	LET7 - Health Information Technology	1st - 100 2nd - 200 3rd - 300	3	600	
	LET8 - Mobile IT	1st - 100 2nd - 200 3rd - 300	3	600	
	LET9 - The Internet of Things (IoT)	1st - 100 2nd - 200 3rd - 300	3	600	
	LET10 - Virtual Networking (Includes SDN)	1st - 100 2nd - 200 3rd - 300	3	600	6,000
L.5.2.3.2	BREADTH OF LEADING EDGE TECHNOLOGY EXPERIENCE BONUS				
	SCORE 2-4 LEADING EDGE TECHNOLOGY CATEGORIES	500	1	500	
	SCORE 5-7 LEADING EDGE TECHNOLOGY CATEGORIES	1,000	1	1,000	
	SCORE 8+ LEADING EDGE TECHNOLOGY CATEGORIES	1,500	1	1,500	1,500
L.5.3	VOLUME 3 – PAST PERFORMANCE				
L.5.3.1 through L.5.3.3	Past Performance for Relevant Experience Projects:				
	Past Performance *Per Project Value dependent upon number of Past Performance Assessments received. (See M.5.2)	2,500*	7*	17,500	17,500
L.5.4	VOLUME 4 – SYSTEMS, CERTIFICATIONS, AND CLEARANCES				
L.5.4.1 through L.5.4.5	Systems:				
	Cost Accounting System	5,500	1	5,500	
	Approved Purchasing System	1,500	1	1,500	
	Current FPRA, FPRR, and/or Approved Billing Rates	300	1	300	
	Acceptable Estimating System	200	1	200	
	EVMS ANSI/EIA Standard-748	100	1	100	7,600
L.5.4.6 through L.5.4.9	Industry Certifications:				
	CMMI - SELECT HIGHEST LEVEL APPLICABLE				
	CMMI - SVC or DEV - LEVEL II	1,000	1	1,000	
	CMMI - SVC or DEV - LEVEL III OR GREATER	1,500		1,500	1,500
	ISO - SELECT ALL APPLICABLE				
	ISO 9001	1,500	1	1,500	
	ISO 20000	1,500	1	1,500	
	ISO/IEC 27000	1,500	1	1,500	4,500
L.5.4.10	Government Facility Clearances:				
	Secret	2,000	1	2,000	
	Top Secret	3,500	1	3,500	3,500
L.5.5	VOLUME 5 – ORGANIZATIONAL RISK ASSESSMENT				
	Organizational Risk Assessment				
	Offeror has previously performed in the proposed business arrangement.	7,500	1	7,500	7,500
		TOTAL POSSIBLE PTS:			83,100

M.7 VOLUME 6 - COST/PRICE

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section **L.5.6**.

The Offerors' cost/price proposal will be used to determine whether the Maximum Rates proposed for each labor category are fair and reasonable in order to establish maximum rates for Time and Material/Labor Hour contract types in accordance with Section B.11.5.1

For each proposed direct labor rate, the basis of fair and reasonableness will be the Department of Labor (DOL) Bureau of Labor Statistics (BLS) Service Occupational Classifications (SOC) as explained in Section **L.5.6.2.1**.

For each Indirect rate, the basis of fair and reasonableness will be the Offeror's most current approved billing rates, forward pricing rate agreements, and/or acceptable accounting system generated rates for each Alliant 2 Small Business GWAC labor category. If the offeror does not have current approved billing rates, forward pricing rate agreements, and/or acceptable accounting system generated rates, the Government will consider the rationale provided by the offeror to support the proposed indirect rates in the "Basis of Estimate" as described in **L.5.6.2.2**.

For Profit, the basis of fair and reasonableness will be no more than 7.5% for each Alliant 2 Small Business GWAC labor category as explained in Section **L.5.6.2.2**.

If an Offeror does not meet one or more of these parameters for any labor category, the Offeror is strongly advised to provide clear and convincing rationale to support the proposed direct/indirect and/or profit rate(s). In the event the rationale is not determined reasonable, the proposal will be deemed to have a maximum rate(s) that is **not** considered fair and reasonable and the proposal would not be eligible for award, regardless of technical score.

Cost/Price proposals may only be modified as a result of discussions and Offerors are advised that the Government intends to make award based on initial proposals without discussions.

An offer may also be rejected if any one or more required submittals is missing or incomplete on the Cost/Price Template in accordance with Section J.P-8, or if the Government determines the lack of balanced pricing poses an unacceptable risk to the Government.

M.8 VOLUME 7 - Responsibility

The overall responsibility determination will be evaluated on a pass/fail basis. In accordance with FAR Part 9, Offerors that are not deemed responsible will not be considered for award. A satisfactory record of integrity and business ethics will be required.

In making the overall determination of responsibility, information in the Federal Awardee Performance and Integrity Information System (FAPIIS), exclusions denoted in the System for Award Management (SAM), the representations and certifications with SAM and Section K, the Offeror's Financial Resources (See Section **L.5.7.1**), and other pertinent data will be considered.

(END OF SECTION M